

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΕΝ ΑΘΗΝΑΙΣ ΤΗ 12 ΜΑΡΤΙΟΥ 1977	ΤΕΥΧΟΣ ΠΡΩΤΟΝ	ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ 78

ΠΕΡΙΕΧΟΜΕΝΑ

ΝΟΜΟΙ

ΝΟΜΟΙ

(1)

ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 555

Περὶ κυρώσεως τῆς ἐν Στοκχόλμῃ τὴν 25ην Νοεμβρίου 1975 ὑπογραφείσης Συμφωνίας, μεταξὺ τῆς Ἑλληνικῆς Κυβερνήσεως καὶ τῆς Κυβερνήσεως τῆς Σουηδίας, «περὶ Διεθνῶν ὁδικῶν μεταφορῶν ἐπιβατῶν καὶ ἐμπορευμάτω καὶ τοῦ προσθέτου αὐτῇ Πρωτοκόλλου».

**Ο ΠΡΟΕΔΡΟΣ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ**

Ψηφισάμενοι ὁμοφώνως μετὰ τῆς Βουλῆς, ἀπεφασίσαμεν:

Ἄρθρον Πρῶτον.

Κυροῦται καὶ ἔχει ἰσχὺν νόμου ἡ ἐν Στοκχόλμῃ τὴν 25ην Νοεμβρίου 1975 ὑπογραφεῖσα Συμφωνία, μεταξὺ τῆς Ἑλληνικῆς Κυβερνήσεως καὶ τῆς Κυβερνήσεως τῆς Σουηδίας, ἀφορῶσα εἰς τὰς Διεθνεῖς ὁδικὰς μεταφορὰς ἐπιβατῶν καὶ ἐμπορευμάτων καὶ τὸ πρόσθετον αὐτῇ Πρωτόκολλον ἧς τὸ κείμενον ἐν πρωτοτύπῳ εἰς τὴν Ἀγγλικὴν γλῶσσαν καὶ ἐν μεταφράσει εἰς τὴν Ἑλληνικὴν ἔχει ὡς ἕπεται:

AGREEMENT

between the Government of Greece and the Government of Sweden on the International Carriage of Passengers and Goods by Road

THE GOVERNMENT OF GREECE AND THE GOVERNMENT OF SWEDEN DESIRING to facilitate the international carriage of passengers and goods by road between and in transit across their countries; HAVE AGREED as follows:

I. PASSENGER TRANSPORTS

Article 1.

Regular passenger bus services between the two countries need authorization from the competent authorities of both Contracting Parties. Applications for such authorizations shall be submitted and dealt with in accordance with a procedure to be established jointly by thesse authorities.

Article 2.

Other passenger transports than regular services, which are to be performed by carriers of one Contracting Party with a bus registered in the territory of that Contracting Party to or from the territory of the other Contracting Party, require previous authorization from the competent authority of the latter Contracting Party except if the passengers are being carried.

a) on a round trip beginning and ending in the territory of the Contracting Party where the vehicle is registered, or

b) on a journey starting in the country where the vehicle is registered and ending in the territory of the other Contracting Party, provided that the vehicle returns empty to the country where it is registered.

II. GOODS TRANSPORTS

Article 3.

Carriers of one Contracting Party, who in accordance with their national legislation have the right to perform transports of goods, may perform such transports, except these specified in article 4, between the territories of the two Contracting Parties and in transit across these territories without any previous authorization.

Article 4.

Carriers of one Contracting Party may not perform transports between the territory of the other Contracting Party and the territory of a third country unless a special authorization has been granted for this purpose by the competent authority of the other Contracting Party.

III. OTHER PROVISIONS

Article 5.

Nothing in this Agreement shall be held to permit carriers of one Contracting Party to pick up passengers or goods in the territory of the other Contracting Party for carriage to any other place in that same territory.

Article 6.

If the weight and dimensions of any vehicle intended to be used for transports between the territories of the Contracting Parties exceed what is permitted on the territory of one of the Contracting Parties, a special authorization is needed from the competent authority of that Contracting Party.

Article 7.

Vehicles which are registered in the territory of one of the Contracting Parties and temporarily imported into the territory of the other Contracting Party shall be exempted from the taxes and charges levied on the circulation or the possession of vehicles in that territory. This exemption shall not apply to tolls, taxes or charges on consumption, or taxes on charges on transport.

Article 8.

The appropriate licences referred to in this Agreement must be kept with the vehicle on every journey performed in the terr tory of the other Contracting Party and on demand be produced to control authorities.

Article 9.

Carriers of each Contracting Party shall, when in the territory of the other Contracting Party, be bound to comply with the laws and regulations concerning road transport and road traffic and hours of work, rest and maximum driving periods which are in force in the territory of the latter Contracting Party.

Article 10.

1. If a carrier of one Contracting Party when in the territory of the other Contracting Party infringes any provision of this Agreement, the the competent authority of that Contracting Party may inform the competent authority of the first Contracting Party of the circumstances.

2. In case of any infringement referred to in paragraph (1) of this Article the competent authority of the Contracting Party in whose territory the infringement occurred may request the competent authority of the other Contracting Party:

a) to communicate a warning to that carrier, with a notification that any subsequent offence may lead to the withdrawing of the right to enter the territory where the infringement occurred for such period as may be specified; or

b) to notify the carrier of such withdrawing.

3. The competent authority receiving any such request shall as soon as reasonably practicable inform the competent authority of the other Contracting Party when the carrier was notified.

Article 11.

The competent authorities of the Contracting Parties shall keep in direct contact with each other regarding any questions arising out of the application of this Agreement.

Article 12.

This Agreement shall be approved in accordance with the constitutional requirements of each Contracting Party and enter into force on the day when the Contracting Parties inform each other through diplomatic channels that such approval has been obtained. It remains in force for a period of one year after its entry into force. Thereafter it shall continue in force unless it is terminated by either Contracting Party giving six months notice thereof to the other Contracting Party.

Done in duplicate in Stockholm, this 25th day of November, 1975, in the English language.

For the Government of Greece	For the Government of Sweden

ADDITIONAL PROTOCOL

to the Agreement between the Government of Greece and the Government of Sweden on the International Carriage of Passengers and Goods by Road

1. For the purpose of this Agreement the competent authorities are

for the Greek side

Ministry of Transport and Communications,
General Directorate of Transport,
5th Direction for Goods and International Transports,
49, Syngrou Avenue
ATHENS (403)

for the Swedish side

a) according to Articles 1, 2, 4, 10 and 11
Transportnämnden
Box 2143
103 14 Stockholm

b) according to Article 6
Statens vägverk,
Fack
102 20 Stockholm

2. In relation to Article 7 the Contracting Parties agreed that

a) the term «taxes and charges levied on the circulation or the possession of vehicles» shall include
(i) with regard to Sweden the vehicle tax (FORDONSSKATT)
(ii) with regard to Greece the vehicle tax (TELI KYKLOFORIAS KAI STATHMEFSEOS)

b) the term «taxes or charges on consumption» shall include, with regard to Sweden, the kilometre tax (KILOMETERSKATT).

3. With reference to Article 12 of the Agreement, the Contracting Parties agreed that the provisions of the Agreement shall be applied temporarily from 1 December 1975 until the day when the Agreement enters into force.

Done in duplicate in Stockholm this 25th day of November 1975 in the English language.

For the Government of Greece — For the Government of Sweden

ΣΥΜΦΩΝΙΑ

Μεταξὺ τῆς κυβερνήσεως τῆς Ἑλλάδος καὶ τῆς κυβερνήσεως τῆς Σουηδίας «περὶ Διεθνῶν Ὁδικῶν Μεταφορῶν Ἐπιβατῶν καὶ Ἐμπορευμάτων».

Η ΚΥΒΕΡΝΗΣΙΣ ΤΗΣ ΕΛΛΑΔΟΣ ΚΑΙ Η ΚΥΒΕΡΝΗΣΙΣ ΤΗΣ ΣΟΥΗΔΙΑΣ ΕΠΙΘΥΜΟΥΣΑΙ νὰ διευκολύνουν τὰς διεθνεῖς ὁδικὰς μεταφορὰς ἐπιβατῶν καὶ ἐμπορευμάτων μεταξὺ καὶ διὰ μέσου τῶν χωρῶν των·

ΣΥΝΕΦΩΝΗΣΑΝ τὰ κάτωθι :

I. ΜΕΤΑΦΟΡΑΙ ΕΠΙΒΑΤΩΝ

Ἄρθρον 1.

Αἱ τακτικαὶ λεωφορειακαὶ ἐξυπηρετήσεις μεταξὺ τῶν δύο χωρῶν ἀπαιτοῦν ἄδειαν ἐκ τῶν ἁρμοδίων ἀρχῶν ἀμφοτέρων τῶν Συμβαλλομένων Μερῶν. Αἰτήσεις διὰ τοιούτου εἴδους ἀδείας θὰ ὑποβάλλωνται καὶ θὰ εἶναι σύμφωνοι μὲ μίαν διαδικασίαν ἡ ὁποία θὰ συσταθῇ ἀπὸ κοινοῦ ὑπ' αὐτῶν τῶν ἀρχῶν.

Ἄρθρον 2.

Ἄλλαι μεταφοραὶ ἐπιβατῶν ἐκτὸς τῶν τακτικῶν ἐξυπηρετήσεων, αἱ ὁποῖαι δέον ὅπως ἐκτελοῦνται ὑπὸ μεταφορέων τοῦ ἑνὸς συμβαλλομένου Μέρους δι' ἑνὸς λεωφορείου κατεχωρημένου εἰς τὰ μητρῷα τῆς ἐπικρατείας αὐτοῦ τοῦ Συμβαλλομένου Μέρους πρὸς ἢ ἐκ τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους, ἀπαιτοῦν προηγουμένην ἄδειαν ἐκ τῆς ἁρμοδίας ἀρχῆς τοῦ τελευταίου Συμβαλλομένου Μέρους ἐκτὸς ἐὰν ἡ μεταφορὰ τῶν ἐπιβατῶν λαμβάνῃ χώραν δι' :

α) ἑνὸς ταξιδίου μετ' ἐπιστροφῆς τὸ ὁποῖον νὰ ἀρχίζῃ καὶ νὰ τελειώνῃ εἰς τὴν ἐπικράτειαν τοῦ Συμβαλλομένου Μέρους εἰς τὰ μητρῷα τοῦ ὁποίου εἶναι κατεχωρημένον τὸ ὄχημα, ἢ

β) ἑνὸς ταξιδίου ἔχοντος ὡς σημεῖον ἀναχωρήσεως τὴν χώραν εἰς τὰ μητρῷα τῆς ὁποίας εἶναι κατεχωρημένον τὸ ὄχημα καὶ ὡς σημεῖον ἀφίξεως τὴν ἐπικράτειαν τοῦ ἄλλου Συμβαλλομένου Μέρους ὑπὸ τὴν προϋπόθεσιν ὅτι τὸ ὄχημα ἐπιστρέφει κενὸν εἰς τὴν χώραν εἰς τὰ μητρῷα τῆς ὁποίας εἶναι κατεχωρημένον.

II. ΜΕΤΑΦΟΡΑΙ ΕΜΠΟΡΕΥΜΑΤΩΝ

Ἄρθρον 3.

Οἱ μεταφορεῖς τοῦ ἑνὸς Συμβαλλομένου Μέρους, οἱ ὁποῖοι συμφώνως πρὸς τὴν ἐθνικὴν των νομοθεσίαν ἔχουν τὸ δικαίωμα νὰ ἐκτελοῦν μεταφορὰς ἐμπορευμάτων, δύνανται νὰ ἐκτελοῦν τοιούτου εἴδους μεταφοράς, ἐκτὸς ἐκείνων αἱ ὁποῖαι καθορίζονται εἰς τὸ ἄρθρον 4, μεταξὺ τῶν ἐπικρατειῶν τῶν δύο Συμβαλλομένων Μερῶν καὶ διὰ μέσου τῶν ἐπικρατειῶν τούτων ἄνευ οἱασδήποτε προηγουμένης ἀδείας.

Ἄρθρον 4.

Οἱ μεταφορεῖς ἑνὸς Συμβαλλομένου Μέρους δὲν δύνανται νὰ ἐκτελοῦν μεταφορὰς μεταξὺ τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους καὶ τῆς ἐπικρατείας μιᾶς τρίτης χώρας παρὰ μόνον ἐὰν ἔχῃ χορηγηθῇ εἰδικὴ ἄδεια ἐπὶ τούτῳ ὑπὸ τῆς ἁρμοδίας ἀρχῆς τοῦ ἄλλου Συμβαλλομένου Μέρους.

III. ΛΟΙΠΑΙ ΔΙΑΤΑΞΕΙΣ

Ἄρθρον 5.

Οὐδεμία διάταξις τῆς παρούσης Συμφωνίας θὰ θεωρηθῇ ὡς ἐπιτρέπουσα εἰς τοὺς μεταφορεῖς τοῦ ἑνὸς Συμβαλλομένου Μέρους τὴν παραλαβὴν ἐπιβατῶν ἢ ἐμπορευμάτων ἐντὸς τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους διὰ μεταφορὰν πρὸς οἱονδήποτε ἕτερον σημεῖον τῆς ἰδίας ταύτης ἐπικρατείας.

Ἄρθρον 6.

Ἐὰν τὸ βάρος καὶ αἱ διαστάσεις οἱουδήποτε ὀχήματος, τὸ ὁποῖον πρόκειται νὰ χρησιμοποιηθῇ διὰ μεταφορὰς μεταξὺ τῶν ἐπικρατειῶν τῶν Συμβαλλομένων Μερῶν ὑπερβαίνουν τὰ ἐπιτρεπόμενα τοιαῦτα ἐπὶ τῆς ἐπικρατείας ἑνὸς ἐκ τῶν Συμβαλλομένων Μερῶν, ἀπαιτεῖται εἰδικὴ ἄδεια ἐκ τῆς ἁρμοδίας ἀρχῆς τοῦ Συμβαλλομένου τούτου Μέρους.

Ἄρθρον 7.

Ὀχήματα τὰ ὁποῖα εἶναι κατεχωρημένα εἰς τὰ μητρῷα τῆς ἐπικρατείας ἑνὸς ἐκ τῶν Συμβαλλομένων Μερῶν καὶ τὰ ὁποῖα εἰσάγονται προσωρινῶς εἰς τὴν ἐπικράτειαν τοῦ ἄλλου Συμβαλλομένου Μέρους, θὰ ἀπαλλάσσωνται τῶν φόρων καὶ ἐπιβαρύνσεων τῶν ἐπιβαλλομένων διὰ τὴν κυκλοφορίαν ἢ τὴν κατοχὴν ὀχημάτων εἰς αὐτὴν τὴν ἐπικράτειαν. Ἡ ἀπαλλαγὴ αὕτη δὲν θὰ ἔχῃ ἐφαρμογὴν εἰς τὰ διόδια, φόρους ἢ ἐπιβαρύνσεις ἐπὶ τῆς καταναλώσεως, ἢ φόρους ἢ ἐπιβαρύνσεις ἐπὶ τῶν μεταφορῶν.

Ἄρθρον 8.

Αἱ κατάλληλοι ἄδειαι αἱ ἀναφερόμεναι εἰς τὴν παροῦσαν Συμφωνίαν δέον ὅπως φυλάσσωνται ἐπὶ τοῦ ὀχήματος εἰς ἕκαστον ταξίδιον πραγματοποιούμενον ἐντὸς τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους καὶ κατόπιν ζητήσεως νὰ ἐπιδεικνύωνται εἰς τὰς ἀρχὰς ἐλέγχου.

Ἄρθρον 9.

Οἱ μεταφορεῖς ἑκάστου Συμβαλλομένου Μέρους, ὅταν εὑρίσκωνται ἐπὶ τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους, θὰ εἶναι ὑποχρεωμένοι νὰ συμμορφοῦνται πρὸς τοὺς νόμους καὶ κανονισμούς, οἱ ὁποῖοι ἀφοροῦν τὰς ὁδικὰς μεταφορὰς καὶ τὴν ὁδικὴν κυκλοφορίαν καὶ τὰς ὥρας ἐργασίας, τὰς μεγίστας περιόδους ἀναπαύσεως καὶ ὁδηγήσεως, οἱ ὁποῖοι ἰσχύουν ἐπὶ τῆς ἐπικρατείας τοῦ δευτέρου Συμβαλλομένου Μέρους.

Ἄρθρον 10.

1. Ἐὰν ἕνας μεταφορεὺς τοῦ ἑνὸς Συμβαλλομένου Μέρους, εὑρισκόμενος ἐπὶ τῆς ἐπικρατείας τοῦ ἄλλου Συμβαλλομένου Μέρους, παραβαίνῃ οἱανδήποτε διάταξιν τῆς παρούσης Συμφωνίας, τότε ἡ ἁρμοδία ἀρχὴ ἐκείνου τοῦ Συμβαλλομένου Μέρους δύναται νὰ πληροφορήσῃ τὴν ἁρμοδίαν ἀρχὴν τοῦ πρώτου Συμβαλλομένου Μέρους περὶ τῶν περιστατικῶν.

2. Εἰς περίπτωσιν οἱασδήποτε παραβάσεως ἀναφερομένης εἰς τὴν παράγραφον (1) τοῦ παρόντος Ἄρθρου ἡ ἁρμοδία ἀρχὴ τοῦ Συμβαλλομένου Μέρους εἰς τὴν ἐπικράτειαν τοῦ ὁποίου ἐγένετο ἡ παράβασις, δύναται νὰ ζητήσῃ ἐκ τῆς ἁρμοδίας ἀρχῆς τοῦ ἄλλου Συμβαλλομένου Μέρους :

α) ὅπως κοινοποιήσῃ μίαν προειδοποίησιν πρὸς ἐκεῖνον τὸν μεταφορέα μὲ μίαν δήλωσιν ὅτι οἱαδήποτε ἑπομένη παράβασις εἶναι δυνατὸν νὰ ὁδηγήσῃ εἰς τὴν ἀφαίρεσιν τοῦ δικαιώματος εἰσόδου εἰς τὴν ἐπικράτειαν ὅπου ἐγένετο ἡ παράβασις διὰ τόσην χρονικὴν περίοδον ὅση ἤθελε καθορισθῇ ἢ

β) ὅπως εἰδοποιήσῃ τὸν μεταφορέα περὶ τοιαύτης ἀφαιρέσεως.

3. Ἡ ἁρμοδία ἀρχὴ ἡ ὁποία λαμβάνει μίαν τοιούτου εἴδους αἴτησιν θὰ πληροφορῇ, ὅσον εἶναι πρακτικῶς ἐφικτόν, τὴν ἁρμοδίαν ἀρχὴν τοῦ ἄλλου Συμβαλλομένου Μέρους διὰ τὸ πότε εἰδοποιήθη ὁ μεταφορεύς.

Ἄρθρον 11.

Αἱ ἁρμόδιαι ἀρχαὶ τῶν Συμβαλλομένων Μερῶν, θὰ εὑρίσκωνται εἰς ἄμεσον ἐπαφὴν μεταξὺ των ὅσον ἀφορᾷ οἱαδήποτε ἐρωτήματα προκύπτοντα ἐκ τῆς ἐφαρμογῆς τῆς παρούσης Συμφωνίας.

Ἄρθρον 12.

Ἡ παροῦσα Συμφωνία θὰ ἐγκριθῇ συμφώνως πρὸς τὰς συνταγματικὰς προϋποθέσεις ἑκάστου Συμβαλλομένου Μέρους καὶ θὰ τεθῇ ἐν ἰσχύι τὴν ἡμέραν κατὰ τὴν ὁποίαν τὰ Συμβαλλόμενα Μέρη θὰ πληροφορήσουν τὸ ἓν τὸ ἄλλο διὰ τῆς διπλωματικῆς ὁδοῦ ὅτι τοιούτου εἴδους ἐπικύρωσις ἔχει ἐπιτευχθῇ. Παραμένει ἰσχύουσα διὰ μίαν περίοδον ἑνὸς ἔτους μετὰ τὴν θέσιν της ἐν ἰσχύι. Κατόπιν θὰ συνεχίζῃ οὖσα ἐν ἰσχύι ἐκτὸς ἐὰν καταγγελθῇ ὑπὸ ἑνὸς ἐκ τῶν Συμβαλλομένων Μερῶν ἀναγγέλλοντος τοῦτο ἓξ μῆνας πρὶν εἰς τὸ ἕτερον Συμβαλλόμενον Μέρος.

Ἐγένετο εἰς διπλοῦν ἐν Στοκχόλμῃ τῇ 25η Νοεμβρίου 1975 εἰς τὴν ἀγγλικὴν γλῶσσαν.

Διὰ τὴν Κυβέρνησιν τῆς Ἑλλάδος	Διὰ τὴν Κυβέρνησιν τῆς Σουηδίας
Γ. Π. ΚΑΨΑΜΠΕΛΗΣ	BENGT NORLING
Πληρεξούσιος Ὑπουργὸς Α΄	Ὑπουργὸς Μεταφορῶν

ΠΡΟΣΘΕΤΟΝ ΠΡΩΤΟΚΟΛΛΟΝ

Εἰς τὴν Συμφωνίαν μεταξὺ τῆς Κυβερνήσεως τῆς Ἑλλάδος καὶ τῆς Κυβερνήσεως τῆς Σουηδίας «περὶ Διεθνῶν Ὁδικῶν Μεταφορῶν Ἐπιβατῶν καὶ Ἐμπορευμάτων».

1. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης Συμφωνίας αἱ ἁρμόδιαι ἀρχαὶ εἶναι :

διὰ τὴν Ἑλληνικὴν πλευρὰν
Ὑπουργεῖον Μεταφορῶν καὶ Ἐπικοινωνιῶν
Γενικὴ Διεύθυνσις Μεταφορῶν
5η Διεύθυνσις Διεθνῶν Ἐμπορευματικῶν Μεταφορῶν
Λεωφόρος Συγγροῦ 49
ΑΘΗΝΑΙ (403)

διὰ τὴν Σουηδικὴν πλευρὰν
α) συμφώνως πρὸς τὰ Ἄρθρα 1, 2, 4, 10 καὶ 11
TRANSPORTAMNDEN
BOX 2143
103 14 STOCKHOLM
β) συμφώνως πρὸς τὸ Ἄρθρον 6
STATENS VÄGVERK
FACK, 102 20 STOCKHOLM

2. Ἐν σχέσει πρὸς τὸ Ἄρθρον 7 τὰ Συμβαλλόμενα Μέρη συνεφώνησαν ὅπως :

α) ὁ ὅρος «φόροι καὶ ἐπιβαρύνσεις ἐπιβαλλόμενα διὰ τὴν κυκλοφορίαν ἢ τὴν κατοχὴν ὀχημάτων» θὰ συμπεριλαμβάνῃ
(ι) ὅσον ἀφορᾷ τὴν Σουηδίαν τὸν φόρον ὀχήματος (FORDONSSKATT).
(ιι) ὅσον ἀφορᾷ τὴν Ἑλλάδα τὸν φόρον ὀχήματος (ΤΕΛΗ ΚΥΚΛΟΦΟΡΙΑΣ ΚΑΙ ΣΤΑΘΜΕΥΣΕΩΣ)

β) ὁ ὅρος «φόροι καὶ ἐπιβαρύνσεις ἐπὶ τῆς καταναλώσεως» θὰ συμπεριλαμβάνῃ ὅσον ἀφορᾷ τὴν Σουηδίαν, τὸν χιλιομετρικὸν φόρον (KILOMETERSKATT).

3. Ἐν σχέσει μὲ τὸ Ἄρθρον 12 τῆς Συμφωνίας, τὰ Συμβαλλόμενα Μέρη συνεφώνησαν ὅπως αἱ διατάξεις τῆς Συμφωνίας ἐφαρμόζωνται προσκαίρως ἀπὸ 1ης Δεκεμβρίου 1975 μέχρι τὴν ἡμέραν κατὰ τὴν ὁποίαν ἡ Συμφωνία θὰ τεθῇ ἐν ἰσχύι.

Ἐγένετο εἰς διπλοῦν ἐν Στοκχόλμῃ τῇ 25η Νοεμβρίου 1975 εἰς τὴν ἀγγλικὴν γλῶσσαν.

Διὰ τὴν Κυβέρνησιν τῆς Ἑλλάδος	Διὰ τὴν Κυβέρνησιν τῆς Σουηδίας
Γ. Π. ΚΑΨΑΜΠΕΛΗΣ	BENGT NORLING
Πληρεξούσιος Ὑπουργὸς Α΄	Ὑπουργὸς Μεταφορῶν

Ἄρθρον Δεύτερον.

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεώς του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Ὁ παρὼν νόμος ψηφισθεὶς ὑπὸ τῆς Βουλῆς καὶ παρ' Ἡμῶν σήμερον κυρωθείς, δημοσιευθήτω διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ ἐκτελεσθήτω ὡς νόμος τοῦ Κράτους.

Ἐν Ἀθήναις τῇ 9 Μαρτίου 1977

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΩΝΣΤΑΝΤΙΝΟΣ Δ. ΤΣΑΤΣΟΣ

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΞΩΤΕΡΙΚΩΝ	ΟΙΚΟΝΟΜΙΚΩΝ
ΔΗΜΗΤΡΙΟΣ ΜΠΙΤΣΙΟΣ	**ΕΥΑΓΓ. ΔΕΒΛΕΤΟΓΛΟΥ**

ΣΥΓΚΟΙΝΩΝΙΩΝ
ΓΕΩΡΓΙΟΣ ΒΟΓΙΑΤΖΗΣ

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 10 Μαρτίου 1977

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΚΩΝΣΤΑΝΤΙΝΟΣ ΣΤΕΦΑΝΑΚΗΣ

(2)

ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 559

Περὶ κυρώσεως τῆς ἐν Γενεύῃ τὴν 19ην Μαΐου 1956 ὑπογραφείσης Συμβάσεως ἐπὶ τοῦ Συμβολαίου διὰ τὴν διεθνῆ μεταφορὰν ἐμπορευμάτων ὁδικῶς (C.M.R.) καὶ τοῦ Πρωτοκόλλου ὑπογραφῆς.

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Ψηφισάμενοι ὁμοφώνως μετὰ τῆς Βουλῆς, ἀπεφασίσαμεν :

Ἄρθρον Πρῶτον.

Κυροῦται καὶ ἔχει ἰσχὺν νόμου ἡ ἐν Γενεύῃ τὴν 19ην Μαΐου 1956 ὑπογραφεῖσα Διεθνὴς Σύμβασις ἐπὶ τοῦ Συμβολαίου διὰ τὴν διεθνῆ μεταφορὰν ἐμπορευμάτων ὁδικῶς (C.M.R.), καὶ τὸ πρωτόκολλον ὑπογραφῆς ἧς τὸ κείμενον ἐν πρωτοτύπῳ εἰς τὴν Ἀγγλικὴν γλῶσσαν καὶ ἐν μεταφράσει εἰς τὴν Ἑλληνικὴν ἔχει ὡς ἕπεται :

CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR)

Preamble

THE CONTRACTING PARTIES,

HAVING RECOGNIZED the desirability of standardizing the conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and the carrier's liability,

HAVE AGREED as follows :

Chapter I
SCOPE OF APPLICATION

Article 1.

1. This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a Contracting country, irrespective of the place of residence and the nationality of the parties.

2. For the purposes of this Convention , «vehicles» means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19 September 1949.

3. This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations.

4. This Convention shall not apply :

(a) to carriage performed under the terms of any international postal convention ;

(b) to funeral consignments ;

(c) to furniture removal.

5. The Contracting Parties agree not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic or to authorize the use in transport operations entirely confined to their territory of consignment notes representing a title to the goods.

Article 2.

1. Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air, and, except where the provisions of article 14 are applicable, the goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of te carriage. Provided that to the extent that it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by an act or omission of the carrier by road, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by this Convention.

2. If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with the provisions of paragraph 1 of this article, but as if, in his capacities as carrier by road and as carrier by the other means of transport, he were two separate persons.

Chapter II
PERSONS FOR WHOM THE CARRIER IS RESPONSIBLE

Article 3.

For the purposes of this Convention the carriers hall be responsible for the acts and omissions of his agents and servants and of any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.

Chapter III
CONCLUSION AND PERFORMANCE OF THE CONTRACT OF CARRIAGE

Article 4.

The contract of carriage shall be confirmed by the making out of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject to the provisions of this Convention.

Article 5.

1. The consignment note shall be made out in three original copies signed by the sender and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier.

2. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.

Article 6.

1. The consignment note shall contain the following particulars :

(a) the date of the consignment note and the place at which it is made out ;

(b) the name and address of the sender;

(c) the name and address of the carrier ;

(d) the place and the date of taking over of the goods and the place designated for delivery ;

(e) the name and address of the consignee;

(f) the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;

(g) the number of packages and their special marks and numbers ;

(h) the gross weight of the goods or their quantity otherwise expressed ;

(i) charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery) ;

(j) the requisite instructions for Customs and other formalities ;

(k) a statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.

2. Where applicable, the consignment note shall also contain the following particulars :

(a) a statement that transhipment is not allowed ;

(b) the charges which the sender undertakes to pay ;

(c) the amount of «cash on delivery» charges ;

(d) a declaration of the value of the goods and the amount representing special interest in delivery ;

(e) the sender's instructions to the carrier regarding insurance of the goods ;

(f) the agreed time-limit within which the carriage is to be carried out ;

(g) a list of the documents handed to the carrier.

3. The parties may enter in the consignment note any other particulars which they may deem useful.

Article 7.

1. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of :

(a) the particulars specified in article 6, paragraph 1, (b), (d), (e), (f), (g), (h), and (j) ;

(b) the particulars specified in article 6, paragraph 2 ;

(c) any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.

2. If, at the request of the sender , the carrier enters in the consignment note the particulars referred to in paragraph 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.

3. If the consignment note does not contain the statement specified in article 6, paragraph 1 (k), the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Article 8.

1. On taking over the goods, the carrier shall check:

(a) the accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and

(b) the apparent condition of the goods and their packaging.

2. Where the carrier has no reasonable means of checking the accuracy of the statements referred to in paragraph 1 (a) of this article, he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations wich he makes with regared to the apparent condition of the goods and their packaging. Such reservations shall not bind the sender unless he has expressly agreed to be bound by them in the consignment note.

3. The sender shall be entitled to require the carrier to check the gross weigth of the goods ot their quantity otherwise expressed. He may also require the contents of the packages to be checked. The carrier shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.

Article 9.

1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.

2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

Article 10.

The sender shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

Article 11.

1. For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnich him with all the information which he requires.

2. The carrier shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information. The sender shall be liable to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.

3. The liability of the carrier for the consequences arising from the loss or incorrect use of the documents specified in and accompanying the consignment note or deposited with the carrier shall be that of an agent, provided that the compensation payable by the carrier shall not exceed that payable in the event of loss of the goods.

Article 12.

1. The sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.

2. This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under article 13, paragraph 1 ; from that time onwards the carrier shall obey the orders of the consignee.

3. The consignee shall, however, have the right or disposal from the time when the consignment note is drawn up, if the sender makes an entry to that effect in the consignment note.

4. If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.

5. The exercise of the right of disposal shall be subject to the following conditions :

(a) that the sender or, in the case referred to in paragraph 3 of this article, the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the carrier have been entered and indemnifies the carrier against all expenses, loss and damage involved in carrying out such isntructions ;

(b) that the carrying out of such instructions is possible at the time when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the carrier's undertaking or prejudice the senders or consignees of other consignments ;

(c) that the instructions do not result in a division of the consignment.

6. When, by reason of the provisions of paragraph 5 (b) of this article, the carrier cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.

7. A carrier who has not carried out the instructions given under the conditions provided for in this article, or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.

Article 13.

1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods is established or if the goods have not arrived after the expiry of the period provided for in article 19, the consignee shall be entitled to enforce in his own name against the carrier any rights arising from the contract of carriage.

2. The consignee who avails himself of the rights granted to him under paragraph 1 of this article shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.

Article 14.

1. If for any reason it is or becomes impossible to carry out the contract in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the carrier shall ask for instructions from the person entitled to dispose of the goods in accordance with the provisions of article 12.

2. Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the carrier has been unable to obtain instructions in reasonable time from the person entitled to dispose of the goods in accordance with the provisions of article 12, he shall take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods.

Article 15.

1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the sender for his instructions. If the consignee refuses the goods the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.

2. Even if he has refused the goods, the consignee may nevertheless require delivery so long as the carrier has not received instructions to the contrary from the sender.

3. When circumstances preventing delivery of the goods arise after the consignee, in exercise of his rights under article 12, paragraph 3, has given an order for the goods to be delivered to another person, paragraphs 1 and 2 of this article shall apply as if the consignee were the sender and that other person were the consignee.

Article 16.

1. The carrier shall be entitled to recover the cost of his request for instructions and any expenses entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the carrier.

2. In the cases referred to in article 14, paragraph 1, and in article 15, the carrier may immediately unload the goods for account of the person entitled to dispose of them and thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person so entitled. He may however entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choise of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.

3. The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses would be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.

4. If the goods have been sold pursuant to this article, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.

5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

Chapter IV

LIABILITY OF THE CARRIER

Article 17.

1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring betwween the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

2. The carrier shall however be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

3. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

4. Subject to article 18, paragraphs 2 to 5, the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:

(a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;

(b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

(c) handling, loading, stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;

(d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage,

especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;

(e) insufficiency or inadequacy of marks or numbers on the packages;

(f) the carriage of livestock.

5. Where under this article the carrier is not under any liability in respect of some of the factors causing the loss, damage or delay, he shall only be liable to the extent that those factors for which he is liable under this article have contributed o the loss, damage or delay.

Article 18.

1. The burden of proving that loss, damage or delay was due to one of the causes specified in article 17, paragraph 2, shall rest upon the carrier.

2. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in article 17, paragraph 4, it shall be presumed that it was so caused. The claimant shall however be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

3. This presumption shall not apply in the circumstances set out in article 17, paragraph 4 (a), if there has been abnormal shortage, or a loss of any package.

4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

5. The carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (f), unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special insstructions issued to him.

Article 19.

Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the curcumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

Article 20.

1. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

2. The person so entitled may, on receipt of compensations for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgment of such request.

3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him, against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery under article 23 and, where applicable, article 26.

4. In the absence of the request mentioned in paragraph 2 or of any instructions given within the period of thirty days specified in paragraph 3, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated.

Article 21.

Should the goods have been delivered to the consignee without collection of the «cash on delivery» charge which should have been collected by the carrier under the terms of the contract of carriage, the carrier shall be liable to the sender for compensation not exceeding the amount of such charge without prejudice to his right of action against the consignee.

Article 22.

1. When the sender hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate, if necessary, the precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.

2. Goods of a dangerous nature which, in the circumstances referred to in paragraph 1 of this article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

Article 23.

1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

3. Compensation shall not, however, exceed 25 francs per kilogram of gross weight short. «Franc» means the gold france weighing 10/31 of a gramme and being of millesimal fineness 900.

4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss nd in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.

5. In the case of delay, if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not ecxeeding the carriage charges.

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.

Article 24.

The sender may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.

Article 25.

1. In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with article 23, paragraphs 1, 2 and 4.

2. The compensation may not, however, exceed :

(a) if the whole consignment has been damaged, the amount, payable in the case of total loss;

(b) if part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 26.

1. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time - limit being exceeded, by entering such amount in the consignment note.

2. If a declaration of a special interest in delivery has been made, compensation for the additional loss- or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 23, 24, and 25.

Article 27.

1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proccedings were instituted.

2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate exchange applicable on the day and at the place of payment of compensation.

Article 28.

1. In cases where, under the law applicable, loss, damage or delay arising out of carriage under this Convention gives rise to an extra-contractual claim, the carrier may avail himself of the provisions of this Convention which exclude his liability or which fix or limit the compensation due.

2. In cases where the extra - contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of article 3 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due.

Article 29.

1. The carrier shall not be entitled to avail himselfof the provisions of this chapter which exclude or limit his liability or which shift the burden of proof if the damage was caused by his wilful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct.

2. The same provision shall apply if the wilful misconduct or default is committed by the agents or servants of the carrier or by any other persons of whose services he makes use the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of this chapter referred to in paragraph 1.

Chapter V.

CLAIMS AND ACTIONS

Article 30.

1. If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loos or damage which is not apparent, the fact of his taking delivery shall be prima facie evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.

2. When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result of this checking shall only be admissible in the case of loos or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the carrier within seven days, Sundays and public holidays excepted, from the date of checking.

3. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty - one days from the time that the goods were placed at the disposal of the consignee.

4. In calculating the time - limits provided for in this Article the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.

5. The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

Article 31.

1. In legal proceedings arising out of carriage under this Convention, the plaintiff may bring an action in any court or tribunal of a contracting country designated by agreement between the parties and, in addition, in the courts or tribunals of a country within whose territory

(a) the defendant is ordinarily resident, or has his principal place of business, or the branch or agency through which the contract of carriage was made, or

(b) the place where the goods were taken over by the carrier or the place designated for delivery is situated,

and in no other courts or tribunals.

2. Where in respect of a claim referred to in paragraph 1 of this article an action is pending before a court or tribunal competent under that paragraph, or where in respect of such a claim a judgment has been entered by such a court or tribunal no new action shall be started between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforcible in the country in which the fresh proceedings are brought

3. When a judgment entered by a court or tribunal of a contracting country in any such action as is

referred to in paragraph 1 of this article has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be re-opened.

4. The provisions of paragraph 3 of this article shall apply to judgments after trial, judgments by default and settlements confirmed by an order of the court, but shall not apply to interim judgments or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.

5. Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries.

Article 32.

1. The period of limitation for an action arising out of carriage under this Convention shall be one year. Nevertheless, in the case of wilful misconduct, or such default as in accordance with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run :

(a) in the case of partial loss, damage in delivery, from the date of delivery ;

(b) in the case of total loss, from the thirtieth day after the expiry of the agreed time - limit or where there is no agreed time - limit from the sixtieth day from the date on which the goods were taken over by the carrier ;

(c) in all other cases, on the expiry of a period of three months after the making of the contract of carriage.

The day on which the period of limitation begins to run shall not be included in the period.

2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.

3. Subject to the provisions of paragraph 2 above, the extension of the period of limitation shall be governed by the law of the court or tribunal seised of the case. That law shall also govern the fresh accrual of rights of action.

4. A right of action which has become barred by lapse of time may not be exercised by way of counter - claim or set - off.

Article 33.

The contract of carriage may contain a clause conferring competence on an arbitration tribunal if the clause conferring competence on the tribunal provides that the tribunal shall apply this Convention.

Chapter VI.

PROVISIONS RELATING TO CARRIAGE PERFORMED BY SUCCESIVE CARRIERS

Article 34.

If carriage governed by a single contract is performed by succesive road carriers, each of them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.

Article 35.

1. A carrier accepting the goods from a previous carrier shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in article 8, paragraph 2.

2. The provisions of article 9 shall apply to the relations between succesive carriers.

Article 36.

Except in the case of a counter - claim or a set - off raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who was performing that portion of the carriage during which the event causing the loss, damage or delay occured; an action may be brought at the same time against several of these carriers.

Article 37.

A carrier who has paid compensation in compliance with the provisions of this Convention, shall be entitled to recover such compensation, together with interest thereon and all costs and expenses incurred by reason of the claim, from the other carriers who have taken part in the carriage, subject to the following provisions :

(a) the carrier responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another carrier ;

(b) when the loss or damage has been caused by the action of two or more carriers, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to him ;

(c) if it cannot be ascertained to which carriers liability is attributable for the loss or damage the amount of the compensation shall be apportioned between all the carriers as laid down in (b) above.

Article 38.

If one of the carriers is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other carriers in proportion to the share of the payment for the carriage due to them.

Article 39.

1. No carrier against whom a claim is made under articles 37 and 38 shall be entitled to dispute the validity of the payment made bty the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proccedings and afforded an opportunity of entering an appearance.

2. A carrier wishing to take proccedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was

made. All the carriers concerned may be made defendants in the same action.

3. The provisions of article 31, paragraphs 3 and 4, shall apply to judgments entered in the proceedings referred to in articles 37 and 38.

4. The provisions of article 32 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.

Article 40.

Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.

Chapter VII.

NULLITY OF STIPULATIONS CONTRARY TO THE CONVENTION

Article 41.

1. Subject to the provisions of Article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.

2. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void.

Chapter VIII

FINAL PROVISIONS

Article 42.

1. This Convention is open for signature or accesion by countries members of the Economic Commission for Europe and countries admitted to the Commission in a consultative capacity under paragraph 8 of the Commission's Terms of Reference.

2. Such countries as may participate in certain activities of the Economic Commission for Europe in accordance with paragraph 11 of the Commission' s Terms of Reference may be come Contracting Parties to this Convention by acceding thereto after its entry into force.

3. The Convention shall be open for signature until 31 August 1956 inclusive. Thereafter, it shall be open for accession.

4. This Convention shall be ratified.

5. Ratification or accession shall be effected by the deposit of an instrument with the Secretary - General of the United Nations.

Article 43.

1: This Convention shall come into force on the ninetieth day after five of the countries refferred to in article 42, paragraph 1, have deposited their instruments of ratification or accession.

2. For any country ratifying or acceding to it after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the ninetieth day after the said country has deposited its instrument of ratification or accession.

Article 44.

1. Any Contracting Party may denounce this Convention by so notifying the Secretary - General of the United Nations.

2. Denunciation shall take effect twelve months after the date of receipt by the Secretary - General of the notification of denunciation.

Article 45.

If, after the entry into force of this Convention, the number of Contracting Parties is reduced, as a result denunciations, to less than five, the Convention shall cease to be in force from the date on which the last of such denunciations takes effect.

Article 46.

1. Any country may, at the time of depositing its instrument of ratification or accession or at any time thereafter, declare by notification addressed to the Secretary - General of the United Nations that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. The Convention shall extend to the territory or territories named in the notification as from the ninetieth day after its receipt by the Secretary - General or, if on that day the Convention has not yet entered into force, at the time of its entry into force.

2. Any country which has made a declaration under the preceding paragraph extending this Convention to any territory for whose international relations it is responsible may denounce the Convention separately in respect of that territory in accordance with the provisions of article 44.

Article 47.

Any dispute between two or more Contracting Parties relating to the interpretation or application of this Convention, which the parties are unable to settle by negotiation or other means may, at the request of any one of the Contracting Parties concerned, be referred for settlement to the International Court of Justice.

Article 48.

1. Each Contracting Party may, at the time of signing, ratifying, or accessing to, this Convention, declare that it does not consider itself as bound by Article 47 of the Convention. Other Contracting Parties shall not be bound by Article 47 in respect of any Contracting Party which has entered such a reservation.

2. Any Contracting Party having entered a reservation as provided for in paragraph 1 may at any time withdraw such reservation by notifying the Secretary - General of the United Nations.

3. No other reservation to this Convention shall be permitted.

Article 49.

1. After this Convention has been in force three years, any Contracting Party may, by notification to the Secretary - General of the United Nations, request that a conference be convened for the purpose of reviewing the Convention. The Secretary - General shall notify all Contracting Parties of the request and a review conference shall be convened by the Secretaty - General if, whithin a period of four months following the date of notification by the Secretary - General, not less than one - fourth of the Contracting Parties notify him of their concurrence with the request.

2. If a conference is convened in accordance with the preceding paragraph, the Secretary - General shall notify all the Contracting Parties and invite them to submit within a period of three months such proposal as they may the Conference to consider. The Secretary - General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.

3. The Secretary-General shall invite to any conference convened in accordance with this article all

countries referred to in article 42, paragraph 1, and countries which have become Contracting Parties under article 42, paragraph 2.

Article 50.

In addition to the notifications provided for in article 49, the Secretary-General of the United Nations shall notify the countries referred to in article 42, paragraph 1, and the countries which have become Contracting Parties under article 42, paragraph 2, of :

(a) ratifications and accessions under article 42 ;

(b) the dates of entry into force of this Convention in accordance with article 43 ;

(c) denunciations under article 44 ;

(d) the termination of this Convention in accordance with article 45 ;

(e) notifications received in accordance with article 46 ;

(f) declarations and notifications received in accordance with article 48, paragraphs 1 and 2.

Article 51.

After 31 August 1956, the original of this Convention shall be deposited with the Secretary-General of the United Nations, who shall transmit certified true copies to each of the countries mentioned in article 42, paragraphs 1 and 2.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Convention.

DONE at Geneva, this nineteenth day of May one thousand nine hundred and fifty-six, in a single copy in the English and French languages, each text being equally authentic.

PROTOCOL OF SIGNATURE

On proceeding to sign the Convention on the Contract for the International Carriage of Goods by Road, the undersigned, being duly authorized, have agreed on the following statement and explanation :

1. This Convention shall not apply to traffic between the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland.

2. Ad article 1, paragraph 4.

The undersigned undertake to negotiate conventions governing contracts for furniture removals and combined transport.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Protocol.

DONE at Geneva, this nineteenth day of May one thousand nine hundred and fifty-six, in a single copy in the English and French languages, each text being equally authentic.

ΣΥΜΒΑΣΙΣ
ΕΠΙ ΤΟΥ ΣΥΜΒΟΛΑΙΟΥ ΔΙΑ ΤΗΝ ΔΙΕΘΝΗ ΜΕΤΑΦΟΡΑΝ ΕΜΠΟΡΕΥΜΑΤΩΝ ΟΔΙΚΩΣ (C.M.R.)

Πρόλογος.

ΤΑ ΣΥΜΒΑΛΛΟΜΕΝΑ ΜΕΡΗ,

ΑΝΑΓΝΩΡΙΣΑΝΤΑ τὸ ἐπιθυμητὸν τῆς τυποποιήσεως τῶν ὅρων τῶν διεπόντων τὸ συμβόλαιον διὰ τὴν διεθνῆ μεταφορὰν ἐμπορευμάτων ὁδικῶς, εἰδικώτερον ἐν σχέσει πρὸς τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην μεταφορὰν ἔγγραφα καὶ τὴν εὐθύνην τοῦ μεταφορέως.

ΣΥΝΕΦΩΝΗΣΑΝ τὰ ἀκόλουθα :

ΚΕΦΑΛΑΙΟΝ Ι.
ΠΛΑΙΣΙΟΝ ΕΦΑΡΜΟΓΗΣ

Ἄρθρον 1.

1. Ἡ παροῦσα Σύμβασις θὰ ἔχῃ ἐφαρμογὴν ἐπὶ παντὸς συμβολαίου διὰ τὴν μεταφορὰν ἐμπορευμάτων ὁδικῶς δι' ὀχημάτων ἐπ' ἀμοιβῇ ὅταν ὁ τόπος παραλαβῆς τῶν ἐμπορευμάτων καὶ ὁ ὁριζόμενος πρὸς παράδοσιν τόπος, ὡς καθορίζονται εἰς τὸ συμβόλαιον κεῖνται εἰς δύο διαφόρους χώρας, ἐκ τῶν ὁποίων μία τοὐλάχιστον τυγχάνει Συμβαλλομένη χώρα, ἀσχέτως τοῦ τόπου διαμονῆς καὶ τῆς ἐθνικότητος τῶν συμβαλλομένων.

2. Διὰ τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, «ὀχήματα» σημαίνει αὐτοκίνητα ὀχήματα ἀρθρωτὰ ὀχήματα ρυμουλκούμενα καὶ ἡμιρυμουλκούμενα ὡς καθορίζονται εἰς τὸ ἄρθρον 4 τῆς περὶ Ὁδικῆς Κυκλοφορίας Συμβάσεως τῆς 19ης Σεπτεμβρίου 1949.

3. Ἡ παροῦσα Σύμβασις ἔχει ὡσαύτως ἐφαρμογὴν ὁσάκις μεταφορὰ εὑρισκομένη ἐντὸς τῶν πλαισίων αὐτῆς (Συμβάσεως) διενεργῆται ὑπὸ Κρατῶν ἢ ὑπὸ κρατικῶν ἱδρυμάτων ἢ ὀργανισμῶν.

4. Ἡ παροῦσα Σύμβασις δὲν θὰ ἔχῃ ἐφαρμογήν :

(α) ἐπὶ μεταφορᾶς ἐκτελουμένης δυνάμει τῶν ὅρων οἱασδήποτε διεθνοῦς ταχυδρομικῆς συμβάσεως·

(β) ἐπὶ νεκρικῶν ἀποστολῶν·

(γ) ἐπὶ μεταφορῶν ἐπίπλων.

5. Τὰ Συμβαλλόμενα μέρη συμφωνοῦν ὅπως μὴ μεταβάλλουν οἱανδήποτε ἐκ τῶν διατάξεων τῆς παρούσης Συμβάσεως δι' εἰδικῶν συμφωνιῶν μεταξὺ δύο ἢ πλειόνων ἐξ αὐτῶν, πλὴν νὰ καταστήσουν ταύτην ἀνεφάρμοστον διὰ τὴν μεθοριακὴν κυκλοφορίαν αὐτῶν ἢ νὰ ἐπιτρέψουν τὴν χρῆσιν διὰ μεταφορικὰς ἐργασίας ἀπολύτως περιοριζομένας εἰς τὴν ἐπικράτειαν αὐτῶν, δελτίων παραδόσεως ἀντιπροσωπευόντων τίτλον διὰ τὰ ἐμπορεύματα.

Ἄρθρον 2.

1. Ὁσάκις τὸ περιέχον τὰ ἐμπορεύματα ὄχημα φέρεται διὰ μέρος τοῦ ταξειδίου διὰ θαλάσσης, σιδηροδρομικῶς διὰ τῶν ἐσωτερικῶν ὑδατίνων ὁδῶν ἢ ἀεροπορικῶς καὶ ἐκτὸς ὅπου ἔχουν ἐφαρμογὴν αἱ διατάξεις τοῦ ἄρθρου 14, τὰ ἐμπορεύματα δὲν ἐκφορτώνονται ἐκ τοῦ ὀχήματος, ἡ παροῦσα Σύμβασις θὰ ἔχῃ παρὰ ταῦτα ἐφαρμογὴν ἐπὶ τοῦ συνόλου τῆς μεταφορᾶς. Ὑπὸ τὸν ὅρον ὅτι καθ' ὃ μέτρον ἀποδειχθῇ ὅτι οἱαδήποτε ἀπώλεια, βλάβη ἢ καθυστέρησις παραδόσεως τῶν ἐμπορευμάτων ἥτις προκύπτει κατὰ τὴν μεταφορὰν διὰ τῶν λοιπῶν μέσων μεταφορᾶς δὲν προεκλήθη ἐκ πράξεως ἢ ἀμελείας τοῦ ὁδικοῦ μεταφορέως, ἀλλ' ὑπὸ γεγονότος τὸ ὁποῖον ἠδύνατο νὰ συμβῇ μόνον κατὰ τὴν διάρκειαν καὶ λόγῳ τῆς μεταφορᾶς διὰ τοῦ ἐν λόγῳ ἑτέρου μέσου μεταφορᾶς, ἡ εὐθύνη τοῦ ὁδικοῦ μεταφορέως θὰ καθορίζηται οὐχὶ ὑπὸ τῆς παρούσης Συμβάσεως ἀλλὰ καθ' ὃν τρόπον ἡ εὐθύνη τοῦ μεταφορέως διὰ τῶν ἑτέρων μέσων μεταφορᾶς θὰ καθωρίζετο ἐὰν εἶχε καταρτισθῇ συμβόλαιον ὑπὸ τοῦ ἀποστολέως διὰ τὴν μεταφορὰν μόνον τῶν ἐμπορευμάτων μετὰ τοῦ μεταφορέως διὰ τοῦ ἑτέρου μέσου μεταφορᾶς συμφώνως πρὸς τοὺς ὅρους τοὺς προβλεπομένους ὑπὸ τοῦ περὶ μεταφορᾶς ἐμπορευμάτων νόμου διὰ τοῦ ἐν λόγῳ μέσου μεταφορᾶς. Ἐάν, ἐν τούτοις δὲν ὑφίστανται τοιοῦτοι ὅροι ἡ εὐθύνη τοῦ μεταφορέως ὁδικῶς θὰ καθορίζηται ὑπὸ τῆς παρούσης Συμβάσεως.

2. Ἐὰν ὁ ὁδικὸς μεταφορεὺς εἶναι ἐπίσης ὁ ἴδιος ὁ μεταφορεὺς διὰ τῶν ἑτέρων μέσων μεταφορᾶς, ἡ εὐθύνη αὐτοῦ θὰ καθορίζηται ἐπίσης συμφώνως πρὸς τὰς διατάξεις τῆς παραγράφου Ι τοῦ παρόντος ἄρθρου, ἀλλ' ὡς ἐάν, ὑπὸ τὰς ἰδιότητάς του ὡς ὁδικοῦ μεταφορέως καὶ ὡς μεταφορέως διὰ τῶν ἑτέρων μέσων μεταφορᾶς ὡς ἐὰν αὐτὸς ἦτο δύο χωριστὰ πρόσωπα.

ΚΕΦΑΛΑΙΟΝ II.

ΠΡΟΣΩΠΑ ΔΙΑ ΤΑ ΟΠΟΙΑ ΕΥΘΥΝΕΤΑΙ Ο ΜΕΤΑΦΟΡΕΥΣ

Ἄρθρον 3.

Διὰ τοὺς σκοποὺς τῆς παρούσης συμβάσεως ὁ μεταφορεὺς θὰ εἶναι ὑπεύθυνος διὰ τὰς πράξεις καὶ παραλείψεις τῶν πρακτόρων καὶ ὑπαλλήλων αὐτοῦ καὶ οἱωνδήποτε ἑτέρων προσώπων τὰς ὑπηρεσίας τῶν ὁποίων χρησιμοποιεῖ διὰ τὴν ἐκτέλεσιν τῆς μεταφορᾶς, ὅταν οἱ τοιοῦτοι πράκτορες, ὑπάλληλοι ἢ ἕτερα πρόσωπα ἐνεργοῦν ἐν τῷ πλαισίῳ τῆς ἀπασχολήσεως αὐτῶν, ὡς ἐὰν οἱ τοιαῦται πράξεις ἢ παραλείψεις ἦσαν τοῦ ἰδίου.

ΚΕΦΑΛΑΙΟΝ III.

ΣΥΝΑΨΙΣ ΚΑΙ ΕΚΤΕΛΕΣΙΣ ΣΥΜΒΟΛΑΙΟΥ ΜΕΤΑΦΟΡΑΣ

Ἄρθρον 4.

Τὸ συμβόλαιον μεταφορᾶς θὰ ἐπιβεβαιοῦται διὰ τῆς συντάξεως δελτίου παραδόσεως. Ἡ ἔλλειψις, ἀντικανονικὴ διατύπωσις ἢ ἀπώλεια τοῦ δελτίου παραδόσεως δὲν θὰ θίγῃ τὴν ὕπαρξιν ἢ τὴν ἰσχὺν τοῦ συμβολαίου μεταφορᾶς τὸ ὁποῖον θὰ παραμένῃ ὑποκείμενον εἰς τὰς διατάξεις τῆς παρούσης Συμβάσεως.

Ἄρθρον 5.

1. Τὸ δελτίον παραδόσεως θὰ ἐκδίδεται εἰς τρία πρωτότυπα ἀντίτυπα ὑπογραφόμενα ὑπὸ τοῦ ἀποστολέως καὶ τοῦ μεταφορέως. Αἱ ὑπογραφαὶ αὗται δύνανται νὰ εἶναι ἔντυποι ἢ νὰ ἔχουν ἀντικατασταθῇ διὰ τῶν σφραγίδων τοῦ ἀποστολέως καὶ τοῦ μεταφορέως ἐὰν ἡ νομοθεσία τῆς χώρας εἰς τὴν ὁποίαν ἐξεδόθη τὸ δελτίον παραδόσεως τὸ ἐπιτρέπῃ.

Τὸ πρῶτον ἀντίτυπον θὰ παραδίδεται εἰς τὸν ἀποστολέα, τὸ δεύτερον θὰ συνοδεύῃ τὰ ἐμπορεύματα καὶ τὸ τρίτον θὰ κρατεῖται ὑπὸ τοῦ μεταφορέως.

2. Ὅταν τὰ ἐμπορεύματα τὰ ὁποῖα πρόκειται νὰ μεταφερθοῦν πρέπει νὰ φορτωθοῦν εἰς διάφορα ὀχήματα ἢ εἶναι διαφόρων εἰδῶν ἢ εἶναι χωρισμένα εἰς διαφόρους παρτίδας, ὁ ἀποστολεὺς ἢ ὁ μεταφορεὺς θὰ ἔχουν τὸ δικαίωμα νὰ ζητήσουν νὰ συνταχθῇ χωριστὸν δελτίον παραδόσεως δι' ἕκαστον χρησιμοποιούμενον ὄχημα, ἢ δι' ἕκαστον εἶδος ἢ παρτίδα ἐμπορεύματος.

Ἄρθρον 6.

1. Τὸ δελτίον παραδόσεως θὰ περιέχῃ τὰ ἀκόλουθα στοιχεῖα :

α) τὴν ἡμερομηνίαν τοῦ δελτίου παραδόσεως καὶ τὸν τόπον εἰς τὸν ὁποῖον ἐξεδόθη.

β) τὸ ὄνομα καὶ τὴν διεύθυνσιν τοῦ ἀποστολέως.

γ) τὸ ὄνομα καὶ τὴν διεύθυνσιν τοῦ μεταφορέως.

δ) τὸν τόπον καὶ τὴν ἡμερομηνίαν παραλαβῆς τῶν πρὸς μεταφορὰν ἐμπορευμάτων καὶ τὸν ὁριζόμενον πρὸς παράδοσιν τόπον.

ε) τὸ ὄνομα καὶ τὴν διεύθυνσιν τοῦ παραλήπτου.

στ) τὴν κοινῶς χρησιμοποιουμένην περιγραφὴν τῆς φύσεως τῶν ἐμπορευμάτων καὶ τὸν τρόπον συσκευασίας, καὶ ἐν περιπτώσει ἐπικινδύνων ἐμπορευμάτων, τὴν γενικῶς παραδεδεγμένην περιγραφὴν αὐτῶν.

ζ) τὸν ἀριθμὸν τῶν δεμάτων καὶ τὰ εἰδικὰ σημεῖα καὶ ἀριθμοὺς αὐτῶν.

η) τὸ μικτὸν βάρος τῶν ἐμπορευμάτων ἢ τὴν ποσότητα αὐτῶν ἐκπεφρασμένην ἄλλως.

θ) χρεώσεις ἀφορώσας τὴν μεταφορὰν (χρεώσεις μεταφορᾶς, συμπληρωματικαὶ χρεώσεις, τελωνειακοὶ δασμοὶ καὶ λοιπαὶ ἐπιβαρύνσεις προκύπτουσαι ἀπὸ τῆς συντάξεως τοῦ συμβολαίου μέχρι τοῦ χρόνου παραδόσεως).

ι) Τὰς ἀπαιτουμένας ὁδηγίας διὰ τὰς τελωνειακὰς καὶ λοιπὰς διατυπώσεις.

κ) δήλωσιν ὅτι ἡ μεταφορὰ ὑπόκειται ἀσχέτως οἱουδήποτε ἀντιθέτου ὅρου, εἰς τὰς διατάξεις τῆς παρούσης Συμβάσεως.

2. Ὁσάκις συντρέχῃ περίπτωσις τὸ δελτίον παραδόσεως θὰ περιλαμβάνῃ ἐπίσης τὰ κάτωθι στοιχεῖα :

α) δήλωσιν ὅτι δὲν ἐπιτρέπεται μεταφόρτωσις.

β) τὰς ἐπιβαρύνσεις τὰς ὁποίας ὁ ἀποστολεὺς ἀναλαμβάνει νὰ πληρώσῃ

γ) τὸ ποσὸν τῶν χρεώσεων τῶν «πληρωτέων ἐπὶ τῇ παραδόσει».

δ) δήλωσιν τῆς ἀξίας τῶν ἐμπορευμάτων καὶ τοῦ ἀντιπροσωπεύοντος εἰδικὸν ἐνδιαφέρον ποσοῦ κατὰ τὴν παράδοσιν.

ε) ὁδηγίας τοῦ ἀποστολέως πρὸς τὸν μεταφορέα ἀφορώσας τὴν ἀσφάλισιν τῶν ἐμπορευμάτων.

στ) τὸ συμφωνηθὲν χρονικὸν ὅριον ἐντὸς τοῦ ὁποίου δέον νὰ συντελεσθῇ ἡ μεταφορά.

ζ) πίνακα τῶν εἰς τὸν μεταφορέα παραδοθέντων ἐγγράφων.

3. Οἱ συμβαλλόμενοι δύνανται νὰ ἀναγράψουν εἰς τὸ δελτίον παραδόσεως πᾶν ἕτερον στοιχεῖον τὸ ὁποῖον ἤθελον κρίνει χρήσιμον.

Ἄρθρον 7.

1. Ὁ ἀποστολεὺς θὰ εἶναι ὑπεύθυνος διὰ πᾶν ἔξοδον ἀπώλειαν καὶ βλάβην τὴν ὁποίαν ἤθελεν ὑποστῇ ὁ μεταφορεὺς λόγῳ ἀνακριβείας ἢ ἀνεπαρκείας:

α) τῶν στοιχείων τῶν ἀναφερομένων εἰς τὸ ἄρθρον 6, παράγραφος Ι, (β), (δ), (ε), (στ), (η) καὶ (ι).

β) τῶν στοιχείων τῶν ἀναφερομένων εἰς τὸ ἄρθρον 6, παράγραφος 2.

γ) οἱωνδήποτε ἑτέρων στοιχείων ἢ ὁδηγιῶν διδομένων ὑπ' αὐτοῦ διὰ νὰ καταστῇ δυνατὴ ἡ σύνταξις τοῦ δελτίον παραδόσεως ἢ πρὸς τὸν σκοπὸν καταχωρήσεώς των ἐν αὐτῷ.

2. Ἐάν, τῇ αἰτήσει τοῦ ἀποστολέως, ὁ μεταφορεὺς καταχωρήσῃ εἰς τὸ δελτίον παραδόσεως τὰ στοιχεῖα τὰ ἀναφερόμενα εἰς τὴν παράγραφον Ι τοῦ παρόντος ἄρθρου, θὰ θεωρῆται ἐκτὸς ἐὰν ἀποδειχθῇ τὸ ἐναντίον, ὅτι οὗτος ἐνήργησεν οὕτω διὰ λογαριασμὸν τοῦ ἀποστολέως.

3. Ἐὰν τὸ δελτίον παραδόσεως δὲν περιέχῃ τὴν δήλωσιν τὴν ἀναφερομένην εἰς τὸ ἄρθρον 6, παράγραφος Ι (κ) ὁ μεταφορεὺς θὰ εὐθύνεται διὰ πᾶν ἔξοδον, ἀπώλειαν ἢ ζημίαν τὴν ὁποίαν ἤθελεν ὑποστῇ λόγῳ τῆς τοιαύτης παραλείψεως ἀπὸ τὸ πρόσωπον τὸ δικαιούμενον νὰ διαθέσῃ τὰ ἐμπορεύματα.

Ἄρθρον 8.

1. Κατὰ τὴν παραλαβὴν τῶν πρὸς μεταφορὰν ἐμπορευμάτων, ὁ μεταφορεὺς θὰ ἐλέγχῃ :

α) τὴν ἀκρίβειαν τῶν στοιχείων τοῦ δελτίου παραδόσεως ὡς πρὸς τὸν ἀριθμὸν τῶν δεμάτων καὶ τὰ σημεῖα καὶ ἀριθμοὺς αὐτῶν, καὶ

β) τὴν ἐμφανῆ κατάστασιν τῶν ἐμπορευμάτων καὶ τῆς συσκευασίας αὐτῶν.

2. Ὁσάκις ὁ μεταφορεὺς δὲν διαθέτῃ εὔλογα μέσα ἐλέγχου τῆς ἀκριβείας τῶν στοιχείων τῶν ἀναφερομένων εἰς τὴν παράγραφον Ι (α) τοῦ παρόντος ἄρθρου θὰ καταχωρῇ τὰς ἐπιφυλάξεις αὐτοῦ εἰς τὸ δελτίον παραδόσεως ὁμοῦ μετὰ τῶν λόγων ἐπὶ τῶν ὁποίων βασίζονται αὗται. Οὕτω θὰ καθορίζῃ τοὺς λόγους δι' οἱασδήποτε ἐπιφυλάξεις τὰς ὁποίας διατυπώνει ἐν σχέσει πρὸς τὴν ἐμφανῆ κατάστασιν τῶν ἐμπορευμάτων καὶ τῆς συσκευασίας αὐτῶν. Αἱ ἐν λόγῳ ἐπιφυλάξεις δὲν θὰ δεσμεύουν τὸν ἀποστολέα εἰ μὴ μόνον ἐφ' ὅσον συνεφώνησε ρητῶς νὰ δεσμευθῇ δι' αὐτῶν εἰς τὸ δελτίον παραδόσεως.

3. Ὁ ἀποστολεὺς θὰ δικαιοῦται νὰ ζητήσῃ ἀπὸ τὸν μεταφορέα νὰ ἐλέγξῃ τὸ μικτὸν βάρος τῶν ἐμπορευμάτων ἢ τὴν ἄλλως ἐκπεφρασμένην ποσότητα αὐτῶν. Δύναται ἐπίσης νὰ ζητήσῃ ὅπως ἐλεγχθῇ τὸ περιεχόμενον τῶν δεμάτων. Ὁ μεταφορεὺς θὰ δικαιοῦται νὰ ζητήσῃ τὴν καταβολὴν τῆς δαπάνης τοῦ τοιούτου ἐλέγχου. Τὸ ἀποτέλεσμα τῶν ἐλέγχων θὰ καταχωρῆται εἰς τὸ δελτίον παραδόσεως.

Ἄρθρον 9.

1. Τὸ δελτίον παραδόσεως θὰ ἀποτελῇ ἀποδεικτικὸν PRIMA FACIE τῆς συνάψεως τοῦ συμβολαίου μεταφορᾶς,

τῶν ὅρων τοῦ συμβολαίου καὶ τῆς ὑπὸ τοῦ μεταφορέως παραλαβῆς τῶν ἐμπορευμάτων.

2. Ἐὰν τὸ δελτίον παραδόσεως δὲν περιλαμβάνῃ συγκεκριμένας ἐπιφυλάξεις τοῦ μεταφορέως, θὰ προεξοφλῆται, ἐκτὸς ἀποδείξεως τοῦ ἐναντίου, ὅτι τὰ ἐμπορεύματα καὶ ἡ συσκευασία αὐτῶν ἐφαίνοντο νὰ εἶναι εἰς καλὴν κατάστασιν ὅταν ὁ μεταφορεὺς τὰ παρέλαβε καὶ ὅτι ὁ ἀριθμὸς τῶν δεμάτων τὰ σημεῖα καὶ ἀριθμοὶ αὐτῶν ἀντιστοιχοῦσαν πρὸς τὰ στοιχεῖα τοῦ δελτίου παραδόσεως.

Ἄρθρον 10.

Ὁ ἀποστολεὺς θὰ εὐθύνεται ἔναντι τοῦ μεταφορέως διὰ βλάβας πρὸς πρόσωπα, ἐξοπλισμὸν ἢ ἕτερα ἐμπορεύματα καὶ δι' οἱαδήποτε ἔξοδα ὀφειλόμενα εἰς ἐλαττωματικὴν συσκευασίαν τῶν ἐμπορευμάτων, ἐκτὸς ἐὰν τὸ ἐλάττωμα ἦτο ἐμφανὲς ἢ γνωστὸν εἰς τὸν μεταφορέα κατὰ τὸν χρόνον παραλαβῆς τῶν ἐμπορευμάτων πρὸς μεταφορὰν καὶ οὗτος δὲν διετύπωσεν ἐπιφυλάξεις ἀφορώσας τοῦτο.

Ἄρθρον 11.

1. Διὰ τοὺς σκοποὺς τῶν τελωνειακῶν καὶ λοιπῶν διατυπώσεων αἱ ὁποῖαι δέον νὰ συμπληρωθοῦν πρὸ τῆς παραδόσεως τῶν ἐμπορευμάτων, ὁ ἀποστολεὺς θὰ προσαρτᾷ τὰ ἀπαραίτητα ἔγγραφα εἰς τὸ δελτίον παραδόσεως ἢ θὰ θέτῃ ταῦτα εἰς τὴν διάθεσιν τοῦ μεταφορέως καὶ θὰ παρέχῃ πρὸς αὐτὸν πᾶσαν πληροφορίαν τὴν ὁποίαν ἔχει ἀνάγκην.

2. Ὁ μεταφορεὺς δὲν θὰ ἔχῃ ὑποχρέωσιν νὰ ἐρευνᾷ εἴτε τὴν ἀκρίβειαν ἢ ἐπάρκειαν τῶν τοιούτων ἐγγράφων καὶ πληροφοριῶν. Ὁ ἀποστολεὺς θὰ εὐθύνεται ἔναντι τοῦ μεταφορέως δι' οἱανδήποτε ζημίαν προκαλουμένην λόγῳ ἐλλείψεως, ἀνακριβείας ἢ ἀταξίας τῶν τοιούτων ἐγγράφων καὶ πληροφοριῶν, πλὴν τῆς περιπτώσεως ἐσφαλμένης τινὸς πράξεως ἢ ἀμελείας ἐκ μέρους τοῦ μεταφορέως.

3. Ἡ εὐθύνη τοῦ μεταφορέως διὰ τὰς συνεπείας λόγῳ ἀπωλείας ἢ μὴ ὀρθῆς χρήσεως τῶν ἐγγράφων τῶν ἀναφερομένων καὶ συνοδευόντων τὸ δελτίον παραδόσεως ἢ κατατεθέντων εἰς χεῖρας τοῦ μεταφορέως θὰ εἶναι αἱ τοῦ πράκτορος τοιαῦται, ὑπὸ τὸν ὅρον ὅτι ἡ ὑπὸ τοῦ μεταφορέως καταβλητέα ἀποζημίωσις δὲν θὰ ὑπερβαίνῃ ἐκείνην ἥτις θὰ ἦτο καταβλητέα ἐν περιπτώσει ἀπωλείας τῶν ἐμπορευμάτων.

Ἄρθρον 12.

1. Ὁ ἀποστολεὺς ἔχει τὸ δικαίωμα νὰ διαθέσῃ τὰ ἐμπορεύματα, εἰδικώτερον ζητῶν ἀπὸ τὸν μεταφορέα νὰ σταματήσῃ τὰ ἐμπορεύματα ὑπὸ διαμετακόμισιν, νὰ ἀλλάξῃ τὸν τόπον εἰς τὸν ὁποῖον πρόκειται νὰ λάβῃ χώραν ἡ παράδοσις ἢ νὰ παραδώσῃ τὰ ἐμπορεύματα εἰς παραλήπτην ἕτερον πλὴν τοῦ παραλήπτου τοῦ ἀναφερομένου εἰς τὸ δελτίον παραδόσεως.

2. Τὸ δικαίωμα τοῦτο θὰ παύῃ ὑφιστάμενον ὅταν τὸ δεύτερον ἀντίγραφον τοῦ δελτίου παραδόσεως παραδοθῇ εἰς τὸν παραλήπτην ἢ ὅταν ὁ παραλήπτης ἀσκήσῃ τὸ δικαίωμα αὐτοῦ δυνάμει τοῦ ἄρθρου 13, παράγραφος Ι ἀπὸ τοῦ χρόνου τούτου καὶ μετέπειτα ὁ μεταφορεὺς θὰ ὑπακούῃ εἰς τὰς ἐντολὰς τοῦ παραλήπτου.

3. Ὁ παραλήπτης θὰ ἔχῃ ἐν τούτοις, τὸ δικαίωμα διαθέσεως ἀπὸ τοῦ χρόνου κατὰ τὸν ὁποῖον συντάσσεται τὸ δελτίον παραδόσεως ἐὰν ὁ ἀποστολεὺς προβῇ εἰς σχετικὴν ἐγγραφὴν εἰς τὸ δελτίον παραδόσεως.

4. Ἐὰν ἐν τῇ ἐνασκήσει τοῦ δικαιώματος του διαθέσεως ὁ παραλήπτης διέταξε τὴν παράδοσιν τῶν ἐμπορευμάτων εἰς ἕτερον πρόσωπον, τὸ ἕτερον τοῦτο πρόσωπον δὲν θὰ ἔχῃ δικαίωμα νὰ ὀνομάζῃ ἑτέρους παραλήπτας.

5. Ἡ ἄσκησις τοῦ δικαιώματος διαθέσεως θὰ τελῇ ὑπὸ τὴν ἐπιφύλαξιν τῶν κάτωθι ὅρων :

α) ὅτι ὁ ἀποστολεὺς ἤ, εἰς τὴν ἀναφερομένην εἰς τὴν παράγραφον 3 τοῦ παρόντος ἄρθρου περίπτωσιν ὁ παραλήπτης ὅστις ἐπιθυμεῖ νὰ ἀσκήσῃ τὸ δικαίωμα προσκομίζει τὸ πρῶτον ἀντίγραφον τοῦ δελτίου παραδόσεως ἐπὶ τοῦ ὁποίου κατεχωρήθησαν αἱ νέαι ὁδηγίαι πρὸς τὸν μεταφορέα καὶ ἀποζημιώνει τὸν μεταφορέα δι' ἅπαντα τὰ ἔξοδα, ἀπώλειαν καὶ βλάβην τὰ ὁποῖα προέκυψαν ἐκ τῆς ἐκτελέσεως τῶν ἐν λόγῳ ὁδηγιῶν.

β) ὅτι ἡ ἐκτέλεσις τῶν ἐν λόγῳ ὁδηγιῶν εἶναι δυνατὴ κατὰ τὸν χρόνον κατὰ τὸν ὁποῖον αἱ ὁδηγίαι φθάνουν εἰς τὸ πρόσωπον τὸ ὁποῖον πρόκειται νὰ ἐκτελέσῃ ταύτας καὶ οὔτε ἐπηρεάζουν τὴν κανονικὴν διεξαγωγὴν τῶν ἐργασιῶν τοῦ μεταφορέως οὔτε βλάπτουν τοὺς ἀποστολεῖς ἢ παραλήπτας ἑτέρων ἀποστολῶν.

γ) ὅτι αἱ ὁδηγίαι δὲν ἔχουν ὡς συνέπειαν τὸν διαχωρισμὸν τοῦ φορτίου.

6. Ὅταν, λόγῳ τῶν διατάξεων τῆς παραγράφου 5 (β) τοῦ παρόντος ἄρθρου ὁ μεταφορεὺς δὲν δύναται νὰ ἐκτελέσῃ τὰς ὁδηγίας τὰς ὁποίας λαμβάνει θὰ εἰδοποιῇ πάραυτα τὸ πρόσωπον τὸ ὁποῖον ἔδωσε πρὸς αὐτὸν τὰς ἐν λόγῳ ὁδηγίας.

7. Μεταφορεύς, ὁ ὁποῖος δὲν ἐξετέλεσε τὰς δοθείσας ὁδηγίας ὑπὸ τοὺς ὅρους τοὺς προβλεπομένους διὰ τοῦ παρόντος ἄρθρου, ἢ ὁ ὁποῖος ἐξετέλεσε ταύτας χωρὶς νὰ ζητήσῃ ὅπως τοῦ προσκομισθῇ τὸ πρῶτον ἀντίγραφον τοῦ δελτίου παραδόσεως, θὰ εὐθύνεται ἔναντι τοῦ προσώπου τοῦ δικαιουμένου νὰ προβάλλῃ ἀπαίτησιν δι' οἱανδήποτε ἀπώλειαν ἢ ζημίαν προκληθεῖσαν ἐκ τοῦ λόγου τούτου.

Ἄρθρον 13.

1. Μετὰ τὴν ἄφιξιν τῶν ἐμπορευμάτων εἰς τὸν καθορισθέντα τόπον παραδόσεως, ὁ παραλήπτης θὰ δικαιοῦται νὰ ζητήσῃ ἀπὸ τὸν μεταφορέα νὰ παραδώσῃ πρὸς αὐτόν, ἔναντι ἀποδείξεως, τὸ δεύτερον ἀντίγραφον τοῦ δελτίου παραδόσεως καὶ τὰ ἐμπορεύματα. Ἐὰν ἡ ἀπώλεια τῶν ἐμπορευμάτων διαπιστωθῇ ἢ ἐὰν τὰ ἐμπορεύματα δὲν φθάσουν μετὰ τὴν λῆξιν τοῦ προβλεπομένου ὑπὸ τοῦ ἄρθρου 19 χρονικοῦ διαστήματος, ὁ παραλήπτης θὰ δικαιοῦται νὰ ἐπιβάλλῃ ἐπ' ὀνόματί του κατὰ τοῦ μεταφορέως οἱαδήποτε δικαιώματα προκύπτοντα ἐκ τοῦ συμβολαίου μεταφορᾶς.

2. Ὁ παραλήπτης ὅστις ποιεῖται χρῆσιν τῶν πρὸς αὐτὸν παρεχομένων δικαιωμάτων δυνάμει τῆς παραγράφου Ι τοῦ παρόντος ἄρθρου θὰ καταβάλλῃ τὰς δαπάνας αἵτινες ἐμφανίζονται ὡς ὀφειλόμεναι ἐπὶ τοῦ δελτίου παραδόσεως ἐν περιπτώσει ὅμως διαφωνίας ἐπὶ τοῦ θέματος τούτου ὁ μεταφορεὺς δὲν θὰ ὑποχρεοῦται νὰ παραδώσῃ τὰ ἐμπορεύματα ἐκτὸς ἐὰν παρασχεθῇ ἐξασφάλισις ἐκ μέρους τοῦ παραλήπτου.

Ἄρθρον 14.

1. Ἐὰν δι' οἱονδήποτε λόγον εἶναι ἢ καθίσταται ἀδύνατον νὰ ἐκτελεσθῇ τὸ συμβόλαιον συμφώνως πρὸς τοὺς ὅρους τοὺς ἀναφερομένους εἰς τὸ δελτίον τῆς παραδόσεως πρὸ τῆς ἀφίξεως τῶν ἐμπορευμάτων εἰς τὸν καθορισθέντα πρὸς παράδοσιν τόπον, ὁ μεταφορεὺς θὰ ζητῇ ὁδηγίας παρὰ τοῦ προσώπου τοῦ δικαιουμένου νὰ διαθέσῃ τὰ ἐμπορεύματα συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 12.

2. Παρὰ ταῦτα, ἐὰν αἱ συνθῆκαι εἶναι τοιαῦται ὥστε νὰ ἐπιτρέπουν τὴν ἐκτέλεσιν τῆς μεταφορᾶς ὑπὸ ὅρους διαφόρους ἐκείνων οἱ ὁποῖοι ἀναφέρονται εἰς τὸ δελτίον παραδόσεως καὶ ἐὰν ὁ μεταφορεὺς δὲν κατέστη δυνατὸν νὰ λάβῃ ὁδηγίας ἐντὸς εὐλόγου χρόνου παρὰ τοῦ προσώπου τοῦ δικαιουμένου νὰ διαθέσῃ τὰ ἐμπορεύματα συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 12 θὰ λαμβάνῃ τὰ μέτρα ἐκεῖνα τὰ ὁποῖα κατὰ τὴν κρίσιν του ἐξυπηρετοῦν τὰ συμφέροντα τοῦ προσώπου τοῦ δικαιουμένου νὰ διαθέτῃ τὰ ἐμπορεύματα.

Ἄρθρον 15.

1. Ὁσάκις αἱ συνθῆκαι ἐμποδίζουν παράδοσιν τῶν ἐμπορευμάτων μετὰ τὴν ἄφιξιν αὐτῶν εἰς τὸν καθοριζόμενον τόπον παραδόσεως, ὁ μεταφορεὺς θὰ ζητήσῃ παρὰ τοῦ ἀποστολέως ὁδηγίας. Ἐὰν ὁ παραλήπτης ἀρνῆται νὰ παραλάβῃ τὰ ἐμπορεύματα ὁ ἀποστολεὺς θὰ δικαιοῦται νὰ διαθέσῃ ταῦτα χωρὶς νὰ ὑποχρεοῦται νὰ προσκομίσῃ τὸ πρῶτον ἀντίγραφον τοῦ δελτίου παραδόσεως.

2. Ἀκόμη καὶ ἐὰν ἔχῃ ἀρνηθῇ παραλαβὴν τῶν ἐμπορευμάτων, ὁ παραλήπτης δύναται παρὰ ταῦτα νὰ ζητήσῃ τὴν παράδοσιν ἐφ' ὅσον ὁ μεταφορεὺς δὲν ἔχει λάβει ὁδηγίας περὶ τοῦ ἀντιθέτου ἀπὸ τὸν ἀποστολέα.

3. Ὅταν ἀνακύπτουν συνθῆκαι ἐμποδίζουσαι παράδοσιν τῶν ἐμπορευμάτων ἀφοῦ ὁ παραλήπτης ἀσκῶν τὰ δικαιώματα αὐτοῦ δυνάμει τοῦ ἄρθρου 12, παράγραφος 3, ἔδωσεν

ἐντολὴν νὰ παραδοθοῦν τὰ ἐμπορεύματα εἰς τρίτον πρόσωπον, αἱ παράγραφοι 1 καὶ 2 τοῦ παρόντος ἄρθρου θὰ ἔχουν ἐφαρμογὴν ὡς ἐὰν ὁ παραλήπτης ἦτο ὁ ἀποστολεὺς καὶ τὸ ἕτερον ἐκεῖνο πρόσωπον ἦτο ὁ παραλήπτης.

Ἄρθρον 16.

1. Ὁ μεταφορεὺς θὰ δικαιοῦται νὰ εἰσπράξῃ τὴν δαπάνην τὴν προελθοῦσαν ἐκ τῆς αἰτήσεως αὐτοῦ διὰ τὴν παροχὴν ὁδηγιῶν καὶ οἱαδήποτε ἔξοδα εἰς τὰ ὁποῖα ἤθελεν ὑποβληθῆ διὰ τὴν ἐκτέλεσιν τῶν ὁδηγιῶν τούτων, ἐκτὸς ἐὰν αἱ τοιαῦται δαπάναι ἐπροξενήθησαν ἐξ ἐσφαλμένης ἐνεργείας ἢ ἐξ ἀμελείας τοῦ μεταφορέως.

2. Εἰς τὰς περιπτώσεις τὰς ἀναφερομένας εἰς τὸ ἄρθρον 14, παράγραφος I, καὶ εἰς τὸ ἄρθρον 15, ὁ φορτωτὴς δύναται νὰ ἐκφορτώσῃ ἀμέσως τὰ ἐμπορεύματα διὰ λογαριασμὸν τοῦ προσώπου τοῦ ἔχοντος δικαίωμα διαθέσεως τούτων καὶ τότε ἡ μεταφορὰ θὰ θεωρῆται τερματισθεῖσα. Ὁ μεταφορεὺς θὰ κρατῆ τότε τὰ ἐμπορεύματα διὰ λογαριασμὸν τοῦ ἔχοντος τοιοῦτον δικαίωμα προσώπου. Δύναται ἐν τούτοις νὰ ἐμπιστευθῆ ταῦτα εἰς τρίτον πρόσωπον, ἐν τοιαύτῃ δὲ περιπτώσει δὲν θὰ εὐθύνεται καθ' οἱονδήποτε τρόπον πλὴν διὰ τὴν ἄσκησιν εὐλόγου φροντίδος διὰ τὴν ἐκλογὴν τοῦ τρίτου προσώπου. Αἱ ὀφειλόμεναι δυνάμει τοῦ δελτίου παραδόσεως δαπάναι καὶ πᾶν ἕτερον ἔξοδον θὰ παραμένουν εἰς βάρος τῶν ἐμπορευμάτων.

3. Ὁ μεταφορεὺς δύναται νὰ πωλήσῃ τὰ ἐμπορεύματα, χωρὶς νὰ ἀναμείνῃ ὁδηγίας ἐκ μέρους τοῦ δικαιουμένου νὰ διαθέσῃ ταῦτα προσώπου ἐὰν τὰ ἐμπορεύματα εἶναι εὐπαθῆ ἢ ἡ κατάστασις αὐτῶν προδικάζει τοιοῦτον ἐνδεχόμενον, ἢ ἐὰν τὰ ἔξοδα ἐναποθηκεύσεως θὰ ἦσαν δυσανάλογα πρὸς τὴν ἀξίαν τῶν ἐμπορευμάτων. Δύναται ἐπίσης νὰ προβῆ εἰς τὴν πώλησιν τῶν ἐμπορευμάτων εἰς ἑτέρας περιπτώσεις ἐὰν μετὰ τὴν λῆξιν εὐλόγου χρονικοῦ διαστήματος δὲν ἔχῃ λάβει ἐκ μέρους τοῦ ἔχοντος δικαίωμα διαθέσεως τῶν ἐμπορευμάτων προσώπου ὁδηγίας περὶ τοῦ ἀντιθέτου, τὰς ὁποίας δύναται εὐλόγως νὰ ἀπαιτηθῆ νὰ ἐκτελέσῃ.

4. Ἐὰν τὰ ἐμπορεύματα ἐπωλήθησαν εἰς ἐφαρμογὴν τοῦ παρόντος ἄρθρου, τὸ προϊὸν τῆς πωλήσεως μετὰ τὴν ἀφαίρεσιν τῶν βαρυνόντων τὰ ἐμπορεύματα δαπανῶν, θὰ τίθεται εἰς τὴν διάθεσιν τοῦ δικαιουμένου νὰ διαθέτῃ τὰ ἐμπορεύματα προσώπου. Ἐὰν αἱ ἐν λόγῳ δαπάναι ὑπερβαίνουν τὸ προϊὸν τῆς πωλήσεως, ὁ μεταφορεὺς θὰ δικαιοῦται νὰ λάβῃ τὴν διαφοράν.

5. Ἡ διαδικασία ἐν περιπτώσει πωλήσεως θὰ καθορίζηται ὑπὸ τῆς νομοθεσίας ἢ τοῦ ἐθίμου τοῦ τόπου εἰς τὸν ὁποῖον εὑρίσκονται τὰ ἐμπορεύματα.

ΚΕΦΑΛΑΙΟΝ IV
ΕΥΘΥΝΗ ΤΟΥ ΜΕΤΑΦΟΡΕΩΣ

Ἄρθρον 17.

1. Ὁ μεταφορεὺς θὰ εὐθύνεται διὰ τὴν ὁλικὴν ἢ μερικὴν ἀπώλειαν τῶν ἐμπορευμάτων καὶ διὰ τὴν βλάβην τούτων τὴν λαμβάνουσαν χώραν μεταξὺ τοῦ χρόνου κατὰ τὸν ὁποῖον παραλαμβάνει τὰ ἐμπορεύματα καὶ τοῦ τῆς παραδόσεως, ὡς ἐπίσης καὶ δι' οἱανδήποτε καθυστέρησιν παραδόσεως.

2. Ὁ μεταφορεὺς ἐν τούτοις θὰ ἀπαλλάσσηται τῆς εὐθύνης ἐὰν ἡ ἀπώλεια, βλάβη, ἢ καθυστέρησις προεκλήθη ἐξ ἐσφαλμένης ἐνεργείας ἢ ἀμελείας τοῦ προβάλλοντος ἀπαίτησιν, ἐκ τῶν διδομένων ὁδηγιῶν τοῦ προβάλλοντος ἀπαίτησιν καὶ οὐχὶ ὡς συνέπεια ἐσφαλμένης ἐνεργείας ἢ ἀμελείας ἐκ μέρους τοῦ μεταφορέως, ἐκ κεκρυμμένου ἐλαττώματος τῶν ἐμπορευμάτων ἢ λόγῳ συνθηκῶν τὰς ὁποίας ὁ μεταφορεὺς δὲν ἠδύνατο νὰ ἀποφύγῃ καὶ τὰς συνεπείας τῶν ὁποίων δὲν ἠδύνατο νὰ προλάβῃ.

3. Ὁ μεταφορεὺς δὲν θὰ ἀπαλλάσσεται τῆς εὐθύνης λόγῳ ἐλαττωματικῆς καταστάσεως τοῦ χρησιμοποιουμένου ὑπ' αὐτοῦ ὀχήματος πρὸς ἐκτέλεσιν τῆς μεταφορᾶς, λόγῳ ἐσφαλμένης ἐνεργείας ἢ ἀμελείας τοῦ προσώπου παρὰ τοῦ ὁποίου τυχὸν ἐμίσθωσε τὸ ὄχημα ἢ τῶν πρακτόρων ἢ τῶν ὑπαλλήλων τοῦ τελευταίου.

4. Ὑπὸ τὴν ἐπιφύλαξιν τοῦ ἄρθρου 18, παράγραφοι 2 μέχρι 5. ὁ μεταφορεὺς θὰ ἀπαλλάσσηται τῆς εὐθύνης ὅταν ἡ ἀπώλεια ἢ βλάβη προέρχεται ἐκ τῶν εἰδικῶν κινδύνων οἵτινες ἐνυπάρχουν εἰς μίαν ἢ περισσοτέρας ἐκ τῶν κατωτέρω περιπτώσεων:

α) χρησιμοποίησις ἀνοικτῶν ἀκαλύπτων ὀχημάτων, ὅταν ἡ χρησιμοποίησις αὐτῶν ρητῶς συνεφωνήθη καὶ ἀνεφέρθη εἰς τὸ δελτίον παραδόσεως.

β) ἡ ἔλλειψις ἢ ἐλαττωματικὴ κατάστασις τῆς συσκευασίας εἰς τὴν περίπτωσιν ἐμπορευμάτων τὰ ὁποῖα, ἐκ τῆς φύσεως αὐτῶν, ὑπόκεινται εἰς φθορὰν ἢ βλάβην ὅταν δὲν εἶναι συσκευασμένα ἢ καταλλήλως συσκευασμένα.

γ) χειρισμός, φόρτωσις στοιβασία ἢ ἐκφόρτωσις τῶν ἐμπορευμάτων ὑπὸ τοῦ ἀποστολέως, τοῦ παραλήπτου ἢ προσώπων ἐνεργούντων διὰ λογαριασμὸν τοῦ ἀποστολέως ἢ τοῦ παραλήπτου.

δ) ἡ φύσις ὡρισμένων εἰδῶν ἐμπορευμάτων ἥτις εἰδικῶς ἐκθέτει ταῦτα εἰς ὁλικὴν ἢ μερικὴν ἀπώλειαν ἢ βλάβην, κυρίως λόγῳ θραύσεως, σκωρίας, σήψεως, ἀποξηράνσεως, ροῆς, συνήθους φύρας ἢ ἡ τῆς ἐπενεργείας σκώρων ἢ ζωυφίων.

ε) ἀνεπάρκεια ἢ ἀκαταλληλότης σημείων καὶ ἀριθμῶν ἐπὶ τῶν δεμάτων.

στ) ἡ μεταφορὰ ζώντων ζώων.

5. Ὁσάκις δυνάμει τοῦ παρόντος ἄρθρου ὁ μεταφορεὺς δὲν εὐθύνεται ἐν σχέσει πρὸς ἐνίους ἐκ τῶν προκαλούντων τὴν ἀπώλειαν, βλάβην ἢ καθυστέρησιν συντελεστῶν, θὰ εὐθύνεται μόνον κατὰ τὴν ἔκτασιν, καθ' ἣν οἱ συντελεσταί, διὰ τοὺς ὁποίους εὐθύνεται δυνάμει τοῦ παρόντος ἄρθρου, συνέβαλλον εἰς τὴν ἀπώλειαν, βλάβην ἢ καθυστέρησιν.

Ἄρθρον 18.

1. Τὸ βάρος τῆς ἀποδείξεως ὅτι ἡ ἀπώλεια, ἡ βλάβη, ἢ ἡ καθυστέρησις ὠφείλετο εἰς ἕνα ἢ τῶν αἰτίων τῶν ἀναφερομένων εἰς τὸ ἄρθρον 17 παράγραφος 2 θὰ ἐναπόκειται εἰς τὸν μεταφορέα.

2. Ὅταν ὁ μεταφορεὺς ἀποδείξῃ, ὅτι ὑπὸ τὰς συνθήκας τῆς περιπτώσεως, ἡ ἀπώλεια ἢ βλάβη θὰ ἦτο δυνατὸν νὰ ἀποδοθῆ εἰς ἕνα ἢ πλείονας ἐκ τῶν εἰδικῶν κινδύνων τῶν ἀναφερομένων εἰς τὸ ἄρθρον 17, παράγραφος 4, θὰ συμπεραίνεται ὅτι προεκλήθη οὕτω. Ὁ προβάλλων ἀπαίτησιν ἐν τούτοις θὰ δικαιοῦται νὰ ἀποδείξῃ ὅτι ἡ ἀπώλεια ἢ βλάβη δὲν ὀφείλεται, πράγματι, οὔτε ὁλικῶς οὔτε μερικῶς, εἰς ἕνα ἐκ τῶν κινδύνων τούτων.

3. Τὸ τεκμήριον τοῦτο δὲν θὰ ἔχῃ ἐφαρμογὴν εἰς τὰς περιπτώσεις τὰς ὁριζομένας εἰς τὸ ἄρθρον 17, παράγραφος 4 (α), ἐὰν διαπιστωθῆ ἀσύνηθες ἔλλειμμα ἢ ἀπώλεια οἱουδήποτε δέματος.

4. Ἐὰν ἡ μεταφορὰ ἐκτελῆται δι' εἰδικῶς ἐξωπλισμένων ὀχημάτων διὰ τὴν προστασίαν τῶν ἐμπορευμάτων ἐκ τῶν ἐπιδράσεων τῆς θερμότητος, ψύχους διακυμάνσεων θερμοκρασίας ἢ τῆς ὑγρασίας τῆς ἀτμοσφαίρας, ὁ μεταφορεὺς δὲν θὰ δικαιοῦται νὰ ἀπαιτήσῃ νὰ τύχῃ τῶν πλεονεκτημάτων τοῦ ἄρθρου 17, παράγραφος 4 (δ), ἐκτὸς ἐὰν ἀποδείξῃ ὅτι ἅπαντα τὰ μέτρα τὰ ἐπιβαλλόμενα εἰς αὐτόν, ἐν προκειμένῳ ἐν σχέσει πρὸς τὴν ἐκλογήν, συντήρησιν καὶ χρῆσιν τοῦ τοιούτου ἐξοπλισμοῦ ἐλήφθησαν καὶ ὅτι οὗτος συνεμορφώθη πρὸς οἱασδήποτε εἰδικὰς ὁδηγίας δοθείσας πρὸς αὐτόν.

5. Ὁ μεταφορεὺς δὲν θὰ δικαιοῦται νὰ ἀπαιτήσῃ νὰ τύχῃ τῶν πλεονεκτημάτων τοῦ ἄρθρου 17, παράγραφος 4 (στ), ἐκτὸς ἐὰν ἀποδείξῃ ὅτι ἅπαντα τὰ μέτρα τὰ ἐπιβαλλόμενα συνήθως εἰς αὐτὸν ἐν προκειμένῳ ἐλήφθησαν καὶ ὅτι οὗτος συνεμορφώθη πρὸς οἱασδήποτε εἰδικὰς ὁδηγίας δοθείσας πρὸς αὐτόν.

Ἄρθρον 19.

Καθυστέρησις παραδόσεως θὰ νοῆται ὅτι ἔλαβε χώραν ὅταν τὰ ἐμπορεύματα δὲν παρεδόθησαν ἐντὸς τοῦ συμφωνηθέντος χρονικοῦ ὁρίου ἢ ὅταν, μὴ ὑπάρχοντος συμπεφωνημένου χρονικοῦ ὁρίου ἡ πραγματικὴ διάρκεια τῆς μεταφορᾶς, λαμβανομένων ὑπ' ὄψιν τῶν συνθηκῶν τῆς περιπτώσεως καὶ εἰδικῶς, εἰς τὴν περίπτωσιν τμηματικῶν φορτίων τοῦ ἀπαιτουμένου χρόνου διὰ τὴν συμπλήρωσιν πλή-

φορτίου κατὰ κανονικὸν τρόπον, ὑπερβαίνῃ τὸν χρόνον ὅστις θὰ ἦτο εὔλογον νὰ γίνῃ ἐπιτρεπτὸς δι' ἐπιμελῆ μεταφορέα.

Ἄρθρον 20.

1. Τὸ γεγονὸς ὅτι ἐμπορεύματα δὲν παρεδόθησαν ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς λήξεως τοῦ συμφωνηθέντος χρονικοῦ ὁρίου, ἢ ἐὰν δὲν ὑπάρχῃ συμπεφωνημένον χρονικὸν ὅριον, ἐντὸς ἑξήκοντα ἡμερῶν ἀπὸ τοῦ χρόνου καθ' ὃν ὁ μεταφορεὺς παρέλαβεν τὰ ἐμπορεύματα, θὰ ἀποτελῇ ὁριστικὴν ἀπόδειξιν ἀπωλείας τῶν ἐμπορευμάτων, τὸ δὲ δικαιούμενον νὰ προβάλῃ ἀπαίτησιν πρόσωπον δύναται τότε νὰ θεωρῇ ταῦτα ὡς ἀπολεσθέντα.

2. Τὸ ἔχον τοιοῦτον δικαίωμα πρόσωπον δύναται, ἐπὶ τῇ εἰσπράξει ἀποζημιώσεως διὰ τὰ ἐλλείποντα ἐμπορεύματα, νὰ ζητήσῃ ἐγγράφως ὅπως εἰδοποιηθῇ ἀμέσως ἐὰν τὰ ἐμπορεύματα ἀνευρεθοῦν ἐντὸς τοῦ ἔτους τοῦ ἑπομένου τῆς πληρωμῆς τῆς ἀποζημιώσεως. Θὰ τοῦ παρασχεθῇ ἔγγραφος βεβαίωσις τῆς τοιαύτης αἰτήσεως.

3. Ἐντὸς τῶν τριάκοντα ἡμερῶν τῶν ἑπομένων τῆς λήψεως τῆς τοιαύτης εἰδοποιήσεως τὸ δικαιούμενον ὡς ἀνωτέρω πρόσωπον δύναται νὰ ζητήσῃ νὰ παραδοθοῦν πρὸς αὐτὸν τὰ ἐμπορεύματα ἔναντι πληρωμῆς τῶν ἐμφαινομένων ὅτι ὀφείλονται ἐπὶ τοῦ δελτίου παραδόσεως ὡς ἐπίσης καὶ ἔναντι ἀποδόσεως τῆς ἀποζημιώσεως τὴν ὁποίαν εἰσέπραξε μεῖον οἱασδήποτε δαπάνας περιλαμβανομένας εἰς ταύτην ἄνευ ὅμως βλάβης οἱωνδήποτε ἀπαιτήσεων πρὸς ἀποζημίωσιν διὰ καθυστέρησιν παραδόσεως δυνάμει τοῦ ἄρθρου 23 καὶ, ὁσάκις συντρέχῃ περίπτωσις τοῦ ἄρθρου 26.

4. Ἐν ἀπουσίᾳ τῆς ἐν παραγράφῳ 2 ἀναφερομένης αἰτήσεως ἢ οἱωνδήποτε ὁδηγιῶν παρεχομένων ἐντὸς τοῦ ἐν παραγράφῳ 3 ὁριζομένου χρονικοῦ διαστήματος, ἢ ἐὰν τὰ ἐμπορεύματα δὲν εὑρέθησαν μέχρι χρονικοῦ διαστήματος πέραν τοῦ ἔτους ἀπὸ τῆς πληρωμῆς τῆς ἀποζημιώσεως, ὁ μεταφορεὺς θὰ δικαιοῦται νὰ χειρισθῇ ταῦτα συμφώνως πρὸς τὴν νομοθεσίαν τοῦ τόπου ἔνθα εὑρίσκονται τὰ ἐμπορεύματα.

Ἄρθρον 21.

Ἐὰν τὰ ἐμπορεύματα παρεδόθησαν εἰς τὸν παραλήπτην ἄνευ εἰσπράξεως τῆς χρεώσεως «τοῖς μετρητοῖς ἅμα τῇ παραδόσει» ἥτις θὰ ἔδει νὰ εἰσπραχθῇ ὑπὸ τοῦ μεταφορέως δυνάμει τῶν ὅρων τοῦ συμβολαίου μεταφορᾶς, ὁ μεταφορεὺς θὰ εἶναι ὑπεύθυνος ἔναντι τοῦ ἀποστολέως δι' ἀποζημίωσιν μὴ ὑπερβαίνουσαν τὸ ποσὸν τῆς τοιαύτης χρεώσεως ἄνευ βλάβης τοῦ δικαιώματος αὐτοῦ νὰ στραφῇ κατὰ τοῦ παραλήπτου.

Ἄρθρον 22.

1. Ὅταν ὁ ἀποστολεὺς παραδίδῃ ἐμπορεύματα ἐπικινδύνου φύσεως εἰς τὸν μεταφορέα, θὰ ὀφείλῃ νὰ πληροφορήσῃ τὸν μεταφορέα περὶ τῆς ἀκριβοῦς φύσεως τοῦ κινδύνου καὶ νὰ ὑποδείξῃ ἐὰν παρίσταται ἀνάγκη τὰς προφυλάξεις αἱ ὁποῖαι πρέπει νὰ ληφθοῦν. Ἐὰν ἡ πληροφορία αὕτη δὲν ἔχῃ καταχωρηθῆ εἰς τὸ δελτίον παραδόσεως, τὸ βάρος τῆς ἀποδείξεως δι' ἑτέρων μέσων, ὅτι ὁ μεταφορεὺς ἐγνώριζε τὴν ἀκριβῆ φύσιν τοῦ κινδύνου τὴν προερχομένην ἀπὸ τὴν μεταφορὰν τῶν τοιούτων ἐμπορευμάτων θὰ ἐναπόκειται εἰς τὸν ἀποστολέα ἢ τὸν παραλήπτην.

2. Ἐμπορεύματα ἐπικινδύνου φύσεως τὰ ὁποῖα ὑπὸ τὰς ἐν παραγράφῳ 1 τοῦ παρόντος ἄρθρου ἀναφερομένας συνθήκας, ὁ μεταφορεὺς δὲν ἐγνώριζεν ὅτι εἶναι ἐπικίνδυνα δύνανται, ὁποτεδήποτε καὶ ὁπουδήποτε, νὰ ἐκφορτωθοῦν, καταστραφοῦν ἢ καταστοῦν ἀκίνδυνα ὑπὸ τοῦ μεταφορέως ἄνευ ἀποζημιώσεως· περαιτέρω ὁ ἀποστολεὺς θὰ εὐθύνεται διὰ πᾶν ἔξοδον, ἀπώλειαν ἢ ζημίαν προκύπτουσαν ἐκ τῆς παραδόσεως πρὸς μεταφορὰν ἢ ἐκ τῆς μεταφορᾶς αὐτῶν.

Ἄρθρον 23.

1. Ὅταν, δυνάμει τῶν διατάξεων τῆς παρούσης Συμβάσεως, μεταφορεὺς εὐθύνεται δι' ἀποζημίωσιν ἐν σχέσει πρὸς ὁλικὴν ἢ μερικὴν ἀπώλειαν ἐμπορευμάτων, ἡ τοιαύτη ἀποζημίωσις θὰ ὑπολογίζεται δι' ἀναφορᾶς πρὸς τὴν ἀξίαν τῶν ἐμπορευμάτων εἰς τὸν τόπον καὶ κατὰ τὸν χρόνον κατὰ τὸν ὁποῖον ἐγένοντο δεκτὰ πρὸς μεταφοράν.

2. Ἡ ἀξία τῶν ἐμπορευμάτων θὰ ὁρίζηται συμφώνως πρὸς τὴν τιμὴν τοῦ χρηματιστηρίου ἐμπορευμάτων ἢ ἐὰν δὲν ὑπάρχῃ τοιαύτη τιμή, συμφώνως πρὸς τὴν τρέχουσαν τιμὴν τῆς ἀγορᾶς, ἢ ἐὰν δὲν ὑφίσταται τιμὴ τοῦ χρηματιστηρίου ἐμπορευμάτων ἢ τρέχουσα τιμὴ τῆς ἀγορᾶς, δι' ἀναφορᾶς πρὸς τὴν συνήθη τιμὴν ἐμπορευμάτων τοῦ αὐτοῦ εἴδους καὶ τῆς ἰδίας ποιότητος.

3. Ἡ ἀποζημίωσις ἐν τούτοις δὲν θὰ ὑπερβαίνῃ τὰ 25 φράγκα ἀνὰ χιλιόγραμμον μικτοῦ βάρους. «Φράγκον», σημαίνει τὸ χρυσὸν φράγκον βάρους 10/31 γραμμαρίου καὶ καθαρότητος 900 ἐπὶ τοῖς χιλίοις.

4. Ἐπιπροσθέτως, αἱ δαπάναι μεταφορᾶς, οἱ τελωνειακοὶ δασμοὶ καὶ λοιπαὶ ἐπιβαρύνσεις αἱ προκύπτουσαι ἐν σχέσει μὲ τὴν μεταφορὰν τῶν ἐμπορευμάτων θὰ ἀποδίδωνται ἐξ ὁλοκλήρου ἐν περιπτώσει ὁλικῆς ἀπωλείας καὶ κατ' ἀναλογίαν τῆς ὑφισταμένης ἀπωλείας ἐν περιπτώσει μερικῆς ἀπωλείας ἀλλὰ οὐδεμία περαιτέρω ἀποζημίωσις δὲν θὰ εἶναι καταβλητέα.

5. Εἰς τὴν περίπτωσιν καθυστερήσεως, ἐὰν ὁ προβάλλων ἀπαίτησιν ἀποδείξῃ ὅτι ἡ βλάβη προῆλθεν ἐξ αὐτῆς ὁ μεταφορεὺς θὰ καταβάλλῃ ἀποζημίωσιν διὰ τὴν τοιαύτην βλάβην μὴ ὑπερβαίνουσαν τὴν δαπάνην μεταφορᾶς.

6. Μεγαλυτέρα ἀποζημίωσις δύναται νὰ ἀπαιτηθῇ μόνον ὁσάκις ἡ ἀξία τῶν ἐμπορευμάτων ἢ εἰδικὸν ἐνδιαφέρον διὰ τὴν παράδοσιν ἐδηλώθη συμφώνως πρὸ τὰ ἄρθρα 24 καὶ 26.

Ἄρθρον 24.

Ὁ ἀποστολεὺς δύναται, ἔναντι καταβολῆς συμφωνηθησομένου συμπληρωματικοῦ ποσοῦ, νὰ δηλώσῃ εἰς τὸ δελτίον παραδόσεως, ἀξίαν διὰ τὰ ἐμπορεύματα ὑπερβαίνουσαν τὸ ὅριον τὸ ὁριζόμενον ἐν ἄρθρῳ 23 παράγραφος 3, ἐν τοιαύτῃ δὲ περιπτώσει τὸ ποσὸν τῆς δηλωθείσης ἀξίας θὰ ἀντικαταστήσῃ τὸ ἐν λόγῳ ὅριον.

Ἄρθρον 25.

1. Ἐν περιπτώσει ζημίας, ὁ μεταφορεὺς θὰ εὐθύνεται διὰ τὸ ποσὸν διὰ τοῦ ὁποίου ἐμειώθη ἡ ἀξία τῶν ἐμπορευμάτων, ὑπολογιζόμενον ἐν σχέσει πρὸς τὴν ἀξίαν τῶν ἐμπορευμάτων τὴν ὁριζομένην συμφώνως πρὸς ἄρθρον 23, παράγραφοι 1, 2 καὶ 4.

2. Ἡ ἀποζημίωσις δὲν δύναται, ἐν τούτοις νὰ ὑπερβῇ:

α) ἐὰν ὁλόκληρον τὸ φορτίον ὑπέστη ζημίαν, τὸ πληρωτέον ποσὸν ἐν περιπτώσει ὁλικῆς ζημίας.

β) ἐὰν μέρος μόνον τοῦ φορτίου ὑπέστη βλάβην, τὸ πληρωτέον ποσὸν ἐν περιπτώσει ἀπωλείας τοῦ περὶ οὗ πρόκειται μέρους.

Ἄρθρον 26.

1. Ὁ ἀποστολεὺς δύναται, ἔναντι καταβολῆς συμφωνηθησομένου συμπληρωματικοῦ ποσοῦ, νὰ καθορίσῃ τὸ ποσὸν εἰδικοῦ ἐνδιαφέροντος διὰ τὴν πραγματοποίησιν παραδόσεως ἐν περιπτώσει ἀπωλείας ἢ ζημίας ἢ ὑπερβάσεως τοῦ συμφωνηθέντος χρονικοῦ ὁρίου, δι' ἐγγραφῆς τοῦ ποσοῦ τούτου εἰς τὸ δελτίον παραδόσεως.

2. Ἐὰν ἐγένετο δήλωσις περὶ εἰδικοῦ ἐνδιαφέροντος διὰ τὴν πραγματοποίησιν τῆς παραδόσεως, ἀποζημίωσις διὰ τὴν πρόσθετον ἀπώλειαν ἢ ζημίαν δύναται νὰ ἀπαιτηθῇ μέχρι τοῦ συνολικοῦ ποσοῦ τοῦ δηλωθέντος ἐνδιαφέροντος, ἀνεξαρτήτως τῆς προβλεπομένης ὑπὸ τῶν ἄρθρων 23, 24 καὶ 25 ἀποζημιώσεως.

Ἄρθρον 27.

1. Ὁ προβάλλων ἀπαίτησιν θὰ δικαιοῦται νὰ ἀπαιτήσῃ τόκον ἐπὶ τῆς καταβλητέας ἀποζημιώσεως. Ὁ τόκος οὗτος ὑπολογιζόμενος πρὸς πέντε τοῖς ἑκατὸν ἐτησίως θὰ λογίζεται ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν ἀπεστάλη ἡ ἔγγραφος ἀπαίτησις πρὸς τὸν μεταφορέα ἢ ἐὰν δὲν ὑπεβλήθη τοιαύτη ἀπαίτησις ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν ἤρξαντο δικαστικαὶ ἐνέργειαι.

2. Όταν τὰ ποσὰ ἐπὶ τῶν ὁποίων βασίζεται ὁ ὑπολογισμὸς τῆς ἀποζημιώσεως δὲν εἶναι ἐκπεφρασμένα εἰς τὸ νόμισμα τῆς χώρας εἰς τὴν ὁποίαν προβάλλεται ἀπαίτησις πληρωμῆς, ἡ μετατροπὴ θὰ γίνεται πρὸς τὴν ἰσχύουσαν ἰσοτιμίαν τῆς ἡμέρας καὶ εἰς τὸν τόπον πληρωμῆς τῆς ἀποζημιώσεως.

Ἄρθρον 28.

1. Εἰς τὰς περιπτώσεις κατὰ τὰς ὁποίας βάσει τῆς κειμένης νομοθεσίας ἀπώλεια, ζημία ἢ καθυστέρησις προκύπτουσα ἐκ μεταφορᾶς δυνάμει τῆς παρούσης Συμβάσεως, δημιουργεῖ θέμα ἐξωσυμβατικῆς ἀπαιτήσεως, ὁ μεταφορεὺς δύναται νὰ ἐπωφεληθῇ τῶν διατάξεων τῆς παρούσης συμβάσεως αἱ ὁποῖαι ἀποκλείουν τὴν εὐθύνην αὐτοῦ, ἢ αἱ ὁποῖαι ὁρίζουν ἢ περιορίζουν τὴν ὀφειλομένην ἀποζημίωσιν.

2. Εἰς περιπτώσεις ὅπου θέμα ἐξωσυμβατικῆς εὐθύνης, δι' ἀπώλειαν, ζημίαν ἢ καθυστέρησιν ἑνὸς τῶν προσώπων διὰ τὰ ὁποῖα ὁ μεταφορεὺς εἶναι ὑπεύθυνος συμφώνως μὲ τοὺς ὅρους τοῦ ἄρθρου 3 εἶναι ἐν ἰσχύι τοιοῦτον πρόσωπον δύναται ἐπίσης νὰ ἐπωφεληθῇ τῶν διατάξεων τῆς παρούσης συμβάσεως, αἱ ὁποῖαι ἐξαιροῦν τὴν ὑπευθυνότητα τοῦ μεταφορέως αἱ ὁποῖαι ὁρίζουν ἢ περιορίζουν τὴν ὀφειλομένην ἀποζημίωσιν.

Ἄρθρον 29.

1. Ὁ μεταφορεὺς δὲν θὰ δικαιοῦται νὰ ἐπωφεληθῇ τῶν διατάξεων τοῦ παρόντος κεφαλαίου αἱ ὁποῖαι ἀποκλείουν ἢ περιορίζουν τὴν εὐθύνην αὐτοῦ ἢ αἱ ὁποῖαι μεταφέρουν τὸ βάρος τῆς ἀποδείξεως ἐὰν ἡ ζημία προεκλήθη λόγῳ ἠθελημένης κακῆς διαχειρίσεως αὐτοῦ ἢ ἐκ τοιαύτης παραλείψεως ἐκ μέρους του ἥτις συμφώνως πρὸς τὴν νομοθεσίαν τοῦ ἔχοντος τὴν δικαιοδοσίαν τῆς ὑποθέσεως, δικαστηρίου θεωρεῖται ὡς ἰσοδυναμοῦσα πρὸς ἠθελημένην κακὴν διαχείρισιν ἐκ μέρους αὐτοῦ.

2. Ἡ ἰδία διάταξις θὰ ἔχῃ ἐφαρμογὴν ἐὰν ἡ ἠθελημένη κακὴ διαχείρισις ἢ παράλειψις διαπραχθοῦν ὑπὸ τῶν πρακτόρων ἢ ὑπαλλήλων τοῦ μεταφορέως ἢ ὑπὸ οἱωνδήποτε ἑτέρων προσώπων τῶν ὁποίων ποιεῖται χρῆσιν τῶν ὑπηρεσιῶν διὰ τὴν ἐκτέλεσιν τῆς μεταφορᾶς ὅταν οἱ ἐν λόγῳ πράκτορες, ὑπηρέται ἢ λοιπὰ πρόσωπα, ἐνεργοῦν ἐντὸς τοῦ πλαισίου τῆς ἀπασχολήσεώς των. Περαιτέρω, ἐν τοιαύτῃ περιπτώσει οἱ ἐν λόγῳ πράκτορες ὑπάλληλοι ἢ ἕτερα πρόσωπα δὲν θὰ δικαιοῦνται νὰ ἐπωφεληθοῦν ὅσον ἀφορᾷ τὴν προσωπικὴν των εὐθύνην, τῶν διατάξεων τοῦ παρόντος κεφαλαίου τῶν ἀναφερομένων εἰς τὴν παράγραφον **I.**

ΚΕΦΑΛΑΙΟΝ V

ΑΠΑΙΤΗΣΕΙΣ ΚΑΙ ΑΓΩΓΑΙ

Ἄρθρον 30.

1. Ἐὰν ὁ παραλήπτης προβῇ εἰς παραλαβὴν τῶν ἐμπορευμάτων χωρὶς νὰ ἐλέγξῃ τὴν κατάστασιν αὐτῶν μετὰ τοῦ μεταφορέως ἢ χωρὶς νὰ κοινοποιήσῃ πρὸς αὐτὸν ἐπιφυλάξεις δίδων πρὸς αὐτὸν γενικὴν ἔνδειξιν τῆς ἀπωλείας ἢ τῆς βλάβης, οὐχὶ ἀργότερον τοῦ χρόνου παραδόσεως ἐν περιπτώσει ἐμφανοῦς ἀπωλείας ἢ ζημίας καὶ ἐντὸς ἑπτὰ ἡμερῶν ἀπὸ τῆς παραδόσεως, ἐξαιρουμένων τῶν Κυριακῶν καὶ ἐπισήμων ἀργιῶν, ἐν περιπτώσει ἀπωλείας ἢ ζημίας μὴ ἐμφανοῦς, τὸ γεγονὸς τῆς ὑπ' αὐτοῦ παραλαβῆς θὰ ἀποτελῇ ἀπόδειξιν PRIMA FACIE ὅτι οὗτος παρέλαβε τὰ ἐμπορεύματα εἰς ἣν κατάστασιν ἀναφέρεται εἰς τὸ δελτίον παραδόσεως. Ἐν περιπτώσει ἀπωλείας ἢ ζημίας ἥτις δὲν εἶναι ἐμφανής, αἱ περὶ ὧν πρόκειται ἐπιφυλάξεις δέον νὰ γίνωνται ἐγγράφως.

2. Ὅταν ἡ κατάστασις τῶν ἐμπορευμάτων ἔχει δεόντως ἐλεγχθῇ ὑπὸ τοῦ παραλήπτου καὶ τοῦ μεταφορέως, ἀποδεικτικὰ στοιχεῖα ἀντικρούοντα τὸ ἀποτέλεσμα τοῦ ἐλέγχου τούτου θὰ εἶναι ἀποδεκτὰ μόνον ἐν περιπτώσει ἀπωλείας ἢ ζημίας ἡ ὁποία δὲν εἶναι ἐμφανὴς καὶ ὑπὸ τὸν ὅρον ὅτι ὁ παραλήπτης ἔχει δεόντως κοινοποιήσει ἐγγράφως ἐπιφυλάξεις πρὸς τὸν μεταφορέα ἐντὸς ἑπτὰ ἡμερῶν, ἐξαιρουμένων τῶν Κυριακῶν καὶ τῶν ἐπισήμων ἀργιῶν, ἀπὸ τῆς ἡμερομηνίας τοῦ ἐλέγχου.

3. Οὐδεμία ἀποζημίωσις θὰ εἶναι καταβλητέα διὰ καθυστέρησιν παραδόσεως ἐκτὸς ἐὰν ἔχῃ κοινοποιηθῇ ἐγγράφως ἐπιφύλαξις πρὸς τὸν μεταφορέα, ἐντὸς εἴκοσι μιᾶς ἡμερῶν ἀπὸ τοῦ χρόνου καθ' ὃν τὰ ἐμπορεύματα ἐτέθησαν εἰς τὴν διάθεσιν τοῦ παραλήπτου.

4. Κατὰ τὸν ὑπολογισμὸν τῶν χρονικῶν ὁρίων τῶν προβλεπομένων ὑπὸ τοῦ παρόντος ἄρθρου, ἡ ἡμερομηνία παραδόσεως ἢ ἡ ἡμερομηνία ἐλέγχου ἢ ἡ ἡμερομηνία καθ' ἣν τὰ ἐμπορεύματα ἐτέθησαν εἰς τὴν διάθεσιν τοῦ παραλήπτου κατὰ περίπτωσιν, δὲν θὰ περιλαμβάνωνται.

5. Ὁ μεταφορεὺς καὶ ὁ παραλήπτης θὰ παρέχουν πρὸς ἀλλήλους πᾶσαν λογικὴν διευκόλυνσιν διὰ τὴν διενέργειαν τῶν ἀναγκαίων ἐρευνῶν καὶ ἐλέγχων.

Ἄρθρον 31.

1. Ἐπὶ δικαστικῶν ἐνεργειῶν ἐπὶ μεταφορᾶς δυνάμει τῆς παρούσης συμβάσεως ὁ ἐνάγων δύναται νὰ ἐγείρῃ ἀγωγὴν ἐνώπιον οἱουδήποτε δικαστηρίου συμβαλλομένης χώρας ὁριζομένου βάσει συμφωνίας μεταξὺ τῶν ἀντιδίκων καί, ἐπιπροσθέτως, ἐνώπιον τῶν δικαστηρίων χώρας εἰς τὴν ἐπικράτειαν τῆς ὁποίας·

α) Ὁ ἐναγόμενος διαμένει συνήθως, ἢ ἔχει τὴν ἕδραν τῶν ἐργασιῶν του ἢ τὸ ὑποκατάστημα ἢ πρακτορεῖον μέσῳ τοῦ ὁποίου ἐγένετο τὸ συμβόλαιον τῆς μεταφορᾶς, ἢ

β) εὑρίσκεται ὁ τόπος εἰς τὸν ὁποῖον παρελήφθησαν τὰ ἐμπορεύματα ὑπὸ τοῦ μεταφορέως ἢ ὁ ὁρισθεὶς τόπος διὰ τὴν παράδοσιν, καὶ ἐνώπιον οὐδενὸς ἑτέρου δικαστηρίου.

2. Ὁσάκις ἐν σχέσει πρὸς ἀπαίτησιν περὶ ἧς ἡ παράγραφος I τοῦ παρόντος ἄρθρου ἐκκρεμῇ ἀγωγὴ ἐνώπιον δικαστηρίου ἁρμοδίου δυνάμει τῆς ἐν λόγῳ παραγράφου, ἢ ὁσάκις ἐν σχέσει πρὸς τοιαύτην ἀπαίτησιν ἐξεδόθη ἀπόφασις ὑπὸ τοῦ ἐν λόγῳ δικαστηρίου οὐδεμία νέα ἀγωγὴ θέλει ἐγερθῇ μεταξὺ τῶν ἰδίων ἀντιδίκων ἐκ τῶν αὐτῶν αἰτίων ἐκτὸς ἐὰν ἡ ἀπόφασις τοῦ δικαστηρίου ἐνώπιον τοῦ ὁποίου κατετέθη ἡ πρώτη ἀγωγὴ δὲν εἶναι ἐκτελεστὴ εἰς τὴν χώραν εἰς τὴν ὁποίαν ἐγείρονται αἱ νέαι δικαστικαὶ ἐνέργειαι.

3. Ὁσάκις ἀπόφασις ἐκδιδομένη ὑπὸ δικαστηρίου συμβαλλομένης χώρας ἐπὶ οἱασδήποτε ἀγωγῆς ὡς ἡ ἀναφερομένη ἐν παραγράφῳ I τοῦ παρόντος ἄρθρου ἔχει καταστῆ ἐφαρμοστέα εἰς τὴν ἐν λόγῳ χώραν, θὰ καθίσταται ὡσαύτως ἐφαρμοστέα εἰς ἕκαστον τῶν λοιπῶν συμβαλλομένων Κρατῶν, εὐθὺς ὡς αἱ ἀπαιτούμεναι εἰς τὴν περὶ ἧς πρόκειται χώραν διατυπώσεις ἐκπληρωθοῦν. Αἱ διατυπώσεις αὗται δὲν θὰ ἐπιτρέπουν τὴν ἐπανεξέτασιν τῆς οὐσίας τῆς ὑποθέσεως.

4. Αἱ διατάξεις τῆς παραγράφου 3 τοῦ παρόντος ἄρθρου θὰ ἔχουν ἐφαρμογὴν ἐπὶ ἀποφάσεων ληφθεισῶν κατόπιν ἐκδικάσεως, ἀποφάσεων ἐρήμην καὶ συμβιβασμῶν βεβαιουμένων διὰ δικαστικῆς ἀποφάσεως, δὲν θὰ ἔχουν ἐφαρμογὴν ὅμως ἐπὶ προσωρινῶν ἀποφάσεων ἢ ἐπὶ ἐπιδικάσεων διὰ ζημίας πέραν τῶν ἐξόδων εἰς βάρος ἐνάγοντος ὁ ὁποῖος ὁλικῶς ἢ μερικῶς δὲν τυγχάνει ἱκανοποιήσεως ἐπὶ τῆς ἀγωγῆς του.

5. Διασφάλισις διὰ τὰ ἔξοδα δὲν θὰ ἀπαιτῆται ἐπὶ δικαστικῶν ἐνεργειῶν συνεπείᾳ μεταφορᾶς δυνάμει τῆς παρούσης Συμβάσεως ὑπὸ ὑπηκόων συμβαλλομένων χωρῶν διαμενόντων ἢ ἐχόντων τὴν ἕδραν τῶν ἐργασιῶν αὐτῶν εἰς μίαν τῶν ἐν λόγῳ χωρῶν.

Ἄρθρον 32.

1. Ὁ περιοριστικὸς χρόνος διὰ τὴν ἔγερσιν ἀγωγῆς συνεπείᾳ μεταφορᾶς δυνάμει τῆς παρούσης Συμβάσεως θὰ εἶναι ἑνὸς ἔτους. Παρὰ ταῦτα, ἐν περιπτώσει ἠθελημένης κακῆς διαχειρίσεως ἢ τοιαύτης ἀμελείας ἥτις, συμφώνως πρὸς τὴν νομοθεσίαν τοῦ ἐπιληφθέντος τῆς ὑποθέσεως δικαστηρίου, θεωρεῖται ὡς ἀντιστοιχοῦσα πρὸς ἠθελημένην κακὴν διαχείρισιν, τὸ περιοριστικὸν χρονικὸν διάστημα θὰ εἶναι τρία ἔτη. Τὸ περιοριστικὸν χρονικὸν διάστημα θὰ ἄρχεται ὑπολογιζόμενον :

α) Ἐν περιπτώσει μερικῆς ἀπωλείας, βλάβης ἢ καθυστερήσεως παραδόσεως, ἀπὸ τῆς ἡμερομηνίας παραδόσεως.

β) Ἐν περιπτώσει ὁλικῆς ἀπωλείας, ἀπὸ τὴν τριακοστὴν ἡμέραν μετὰ τὴν λῆξιν τοῦ συμφωνηθέντος χρονικοῦ ὁρίου ἤ, ὁσάκις δὲν ὑφίσταται συμφωνηθὲν χρονικὸν ὅριον, ἀπὸ τὴν

ἑξηκοστὴν ἡμέραν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν τὰ ἐμπορεύματα παρελήφθησαν ὑπὸ τοῦ μεταφορέως.

γ) Εἰς ἁπάσας τὰς λοιπὰς περιπτώσεις, κατὰ τὴν λῆξιν χρονικοῦ διαστήματος τριῶν μηνῶν μετὰ τὴν ὑπογραφὴν τοῦ συμβολαίου μεταφορᾶς. Ἡ ἡμέρα κατὰ τὴν ὁποίαν τὸ περιοριστικὸν χρονικὸν διάστημα ἄρχεται ὑπολογιζόμενον δὲν θὰ περιλαμβάνεται εἰς αὐτό.

2. Ὑποβαλλομένη ἔγγραφος ἀπαίτησις θὰ διακόπτῃ τὸ περιοριστικὸν χρονικὸν ὅριον μέχρι τῆς ἡμερομηνίας καθ' ἣν ὁ μεταφορεὺς ἀπορρίψῃ τὴν ἀπαίτησιν δι' ἐγγράφου κοινοποιήσεως καὶ ἐπιστρέψῃ τὰ προσηρτημένα εἰς αὐτὴν ἔγγραφα. Ἐὰν μέρος τῆς ἀπαιτήσεως γίνῃ ἀποδεκτόν, τὸ περιοριστικὸν χρονικὸν διάστημα θὰ ἄρχεται ὑπολογιζόμενον ἐκ νέου μόνον ἐν σχέσει πρὸς τὸ παραμένον εἰσέτι ὑπὸ ἀμφισβήτησιν μέρος τῆς ἀπαιτήσεως. Τὸ βάρος τῆς ἀποδείξεως λήψεως τῆς ἀπαιτήσεως, ἢ τῆς ἀπαντήσεως καὶ τῆς ἐπιστροφῆς τῶν ἐγγράφων θὰ ἐναπόκειται εἰς τὸν διάδικον ὁ ὁποῖος βασίζεται ἐπὶ τῶν δεδομένων τούτων. Ἡ πορεία τοῦ περιοριστικοῦ χρονικοῦ ὁρίου δὲν θὰ διακόπτεται ὑπὸ περαιτέρω ἀπαιτήσεων ἐχουσῶν τὸ αὐτὸ ἀντικείμενον.

3. Ὑπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τῆς ἀνωτέρω παραγράφου 2, ἡ παράτασις τοῦ περιοριστικοῦ χρονικοῦ διαστήματος θὰ διέπεται ὑπὸ τῆς νομοθεσίας τοῦ ἐπιληφθέντος τῆς ὑποθέσεως δικαστηρίου. Ἡ ἐν λόγῳ νομοθεσία θὰ διέπῃ ἐπίσης τὰ δημιουργούμενα νέα δικαιώματα ἀγωγῆς.

4. Δικαίωμα ἀγωγῆς τὸ ὁποῖον παρεγράφη λόγῳ παρελεύσεως τοῦ χρόνου δὲν δύναται νὰ ἀσκηθῇ δι' ἀνταπαιτήσεως.

Ἄρθρον 33.

Τὸ συμβόλαιον μεταφορᾶς δύναται νὰ περιέχῃ ὅρον ἀπονομῆς δικαιοδοσίας πρὸς διαιτητικὸν δικαστήριον ἐὰν ὁ ἀπονέμων δικαιοδοσίαν πρὸς δικαστήριον ὅρος προβλέπῃ ὅτι τὸ δικαστήριον θὰ ἐφαρμόσῃ τὴν παροῦσαν Σύμβασιν.

ΚΕΦΑΛΑΙΟΝ VI

ΔΙΑΤΑΞΕΙΣ ΑΦΟΡΩΣΑΙ ΜΕΤΑΦΟΡΑΝ ΕΚΤΕΛΟΥΜΕΝΗΝ ΥΠΟ ΔΙΑΔΟΧΙΚΩΝ ΜΕΤΑΦΟΡΕΩΝ

Ἄρθρον 34.

Ἐὰν μεταφορὰ διεπομένη ὑπὸ μοναδικοῦ συμβολαίου ἐκτελεσθῇ ὑπὸ διαδοχικῶν ὁδικῶν μεταφορέων, ἕκαστος ἐξ αὐτῶν θὰ εἶναι ὑπεύθυνος διὰ τὴν ἐκτέλεσιν ὁλοκλήρου τῆς ἐργασίας, τοῦ δευτέρου μεταφορέως καὶ ἑκάστου ἑπομένου τοιούτου καθισταμένων συμβαλλομένων εἰς τὸ συμβόλαιον μεταφορᾶς, δυνάμει τῶν ὅρων τοῦ δελτίου παραδόσεως, λόγῳ ἀποδοχῆς ὑπ' αὐτῶν τῶν ἐμπορευμάτων καὶ τοῦ δελτίου παραδόσεως.

Ἄρθρον 35.

1. Μεταφορεὺς ἀποδεχόμενος τὰ ἐμπορεύματα ἀπὸ προηγούμενον μεταφορέα θὰ χορηγῇ πρὸς τὸν τελευταῖον χρονολογημένην καὶ ὑπογεγραμμένην ἀπόδειξιν. Θὰ καταχωρῇ τὸ ὄνομα αὐτοῦ εἰς τὸ δεύτερον ἀντίγραφον τοῦ δελτίου παραδόσεως. Ὁσάκις ἔχῃ ἐφαρμογήν, θὰ καταχωρῇ εἰς τὸ δεύτερον ἀντίγραφον τοῦ δελτίου παραδόσεως καὶ ἐπὶ τῆς ἀποδείξεως ἐπιφυλάξεις τοῦ εἴδους τοῦ προβλεπομένου ὑπὸ τοῦ ἄρθρου 8 παράγραφος 2.

2. Αἱ διατάξεις τοῦ ἄρθρου 9, θὰ ἔχουν ἐφαρμογὴν ἐπὶ τῶν σχέσεων μεταξὺ διαδοχικῶν μεταφορέων.

Ἄρθρον 36.

Πλὴν τῆς περιπτώσεως ἀνταπαιτήσεως ἐπὶ ἀγωγῆς ἀφορώσης ἀπαίτησιν βασιζομένην ἐπὶ τοῦ ἰδίου συμβολαίου μεταφορᾶς, δικαστικαὶ ἐνέργειαι ἐν σχέσει πρὸς εὐθύνην δι' ἀπώλειαν, βλάβην ἢ καθυστέρησιν δύνανται νὰ ἐγερθοῦν μόνον κατὰ τοῦ πρώτου μεταφορέως, τοῦ τελευταίου μεταφορέως ἢ τοῦ μεταφορέως ὁ ὁποῖος ἐξετέλει τὸ μέρος ἐκεῖνο τῆς μεταφορᾶς κατὰ τὴν διάρκειαν τοῦ ὁποίου ἔλαβεν χώραν τὸ προκαλέσαν τὴν ἀπώλειαν, βλάβην, ἢ καθυστέρησιν συμβάν, ἀγωγὴ δύναται νὰ ἐγερθῇ συγχρόνως κατὰ πλειόνων τῶν ἐν λόγῳ μεταφορέων.

Ἄρθρον 37.

Μεταφορεὺς ὅστις κατέβαλεν ἀποζημίωσιν εἰς συμμόρφωσιν πρὸς τὰς διατάξεις τῆς παρούσης Συμβάσεως, θὰ δικαιοῦται νὰ ἀνακτήσῃ τὴν τοιαύτην ἀποζημίωσιν ἐντόκως καὶ μετὰ τῶν δαπανῶν καὶ ἐξόδων τὰ ὁποῖα προέκυψαν λόγῳ τῆς ἀπαιτήσεως, παρὰ τῶν λοιπῶν μεταφορέων οἱ ὁποῖοι συμμετέσχον εἰς τὴν μεταφοράν, ὑπὸ τὴν ἐπιφύλαξιν τῶν κατωτέρω διατάξεων :

α) Ὁ ὑπεύθυνος διὰ τὴν ἀπώλειαν ἢ ζημίαν μεταφορεὺς θὰ εἶναι ἀποκλειστικῶς ὑπεύθυνος διὰ τὴν ἀποζημίωσιν εἴτε καταβαλλομένην ὑπὸ τοῦ ἰδίου εἴτε ὑπὸ ἑτέρου Μεταφορέως.

β) Ὅταν ἡ ἀπώλεια ἢ ζημία προεκλήθη ἐκ τῶν ἐνεργειῶν δύο ἢ περισσοτέρων μεταφορέων, ἕκαστος ἐξ αὐτῶν θὰ καταβάλλῃ ποσὸν κατ' ἀναλογίαν τοῦ μεριδίου εὐθύνης αὐτοῦ· ἐὰν δὲν εἶναι δυνατὸς ὁ καταμερισμὸς εὐθύνης, ἕκαστος μεταφορεὺς θὰ εὐθύνεται κατ' ἀναλογίαν τοῦ μεριδίου τῆς πληρωμῆς διὰ τὴν μεταφοράν, τὸ ὁποῖον τοῦ ὀφείλεται·

γ) ἐὰν δὲν εἶναι δυνατὸν νὰ ἐξακριβωθῇ εἰς ποίους μεταφορεῖς ἀποδίδεται ἡ εὐθύνη διὰ τὴν ἀπώλειαν ἢ ζημίαν, τὸ ποσὸν τῆς ἀποζημιώσεως θὰ κατανέμεται μεταξὺ ἁπάντων τῶν μεταφορέων ὡς ὁρίζεται εἰς τὸ ἐδάφιον (β) ἀνωτέρω.

Ἄρθρον 38.

Ἐὰν εἷς ἐκ τῶν μεταφορέων εἶναι ἀφερέγγυος, τὸ μερίδιον ἀποζημιώσεως τὸ ὀφειλόμενον ὑπ' αὐτοῦ καὶ μὴ καταβληθὲν ὑπ' αὐτοῦ θὰ κατανέμηται μεταξὺ τῶν λοιπῶν μεταφορέων κατ' ἀναλογίαν τοῦ μεριδίου τῆς πληρωμῆς διὰ τὴν μεταφορὰν τοῦ ὀφειλομένου πρὸς αὐτούς.

Ἄρθρον 39.

1. Οὐδεὶς μεταφορεὺς κατὰ τοῦ ὁποίου ἠγέρθη ἀπαίτησις δυνάμει τῶν ἄρθρων 37 καὶ 38, θὰ δικαιοῦται νὰ ἀμφισβητήσῃ τὴν ἰσχὺν τῆς πληρωμῆς τῆς γενομένης ὑπὸ τοῦ ἐγείροντος τὴν ἀπαίτησιν μεταφορέως, ἐὰν τὸ ποσὸν τῆς ἀποζημιώσεως εἶχεν καθορισθῇ ὑπὸ δικαστικῆς ἐξουσίας ἀφοῦ ἐπεδόθη πρὸς τὸν πρῶτον ἀναφερόμενον μεταφορέα νόμιμος εἰδοποίησις περὶ τῆς ἀγωγῆς καὶ τοῦ παρεσχέθη ἡ εὐκαιρία νὰ ὑποβάλλῃ αἴτησιν ἐμφανίσεως ἐνώπιον τοῦ δικαστηρίου.

2. Μεταφορεὺς ἐπιθυμῶν νὰ ἐγείρῃ ἀγωγὴν πρὸς ἄσκησιν τοῦ δικαιώματός του ἀνακτήσεως δύναται νὰ προβάλλῃ τὴν ἀπαίτησίν του ἐνώπιον τοῦ ἁρμοδίου δικαστηρίου τῆς χώρας εἰς τὴν ὁποίαν εἷς ἐκ τῶν ἐνδιαφερομένων μεταφορέων διαμένει συνήθως, ἢ ἔχει τὴν ἕδραν τῶν ἐμπορικῶν ἐργασιῶν του ἢ τὸ ὑποκατάστημα ἢ τὸ πρακτορεῖον διὰ τῶν ὁποίων ἐγένετο τὸ συμβόλαιον μεταφορᾶς. Ἅπαντες οἱ ἐνδιαφερόμενοι μεταφορεῖς δύνανται νὰ καταστοῦν ἐναγόμενοι εἰς τὴν ἰδίαν ἀγωγήν.

3. Αἱ διατάξεις τοῦ ἄρθρου 32, παράγραφοι 3 καὶ 4, θὰ ἔχουν ἐφαρμογὴν ἐπὶ δικαστικῶν ἀποφάσεων λαμβανομένων κατὰ τὴν διαδικασίαν περὶ ἧς τὰ ἄρθρα 37 καὶ 38.

4. Αἱ διατάξεις τοῦ ἄρθρου 32 θὰ ἔχουν ἐφαρμογὴν ἐπὶ ἀπαιτήσεων μεταξὺ μεταφορέων. Τὸ περιοριστικὸν χρονικὸν δ άστημα θὰ ἄρχεται, ἐν τούτοις, νὰ διανύεται εἴτε κατὰ τὴν ἡμερομηνίαν τῆς ὁριστικῆς δικαστικῆς ἀποφάσεως τῆς καθοριζούσης τὸ ποσὸν τῆς ἀποζημιώσεως τῆς πληρωτέας δυνάμει τῶν διατάξεων τῆς παρούσης Συμβάσεως εἴτε, ἐὰν δὲν ὑφίσταται τοιαύτη δικαστικὴ ἀπόφασις, ἀπὸ τῆς πραγματικῆς ἡμερομηνίας πληρωμῆς.

Ἄρθρον 40.

Οἱ Μεταφορεῖς θὰ εἶναι ἐλεύθεροι νὰ συμφωνήσουν μεταξύ των ἐπὶ διατάξεων ἑτέρων πλὴν τῶν ὁριζομένων εἰς τὰ ἄρθρα 37 καὶ 38.

ΚΕΦΑΛΑΙΟΝ VII

ΑΚΥΡΟΤΗΣ ΔΙΑΤΑΞΕΩΝ ΑΝΤΙΘΕΤΩΝ ΠΡΟΣ ΤΗΝ ΣΥΜΒΑΣΙΝ

Ἄρθρον 41.

1. Ὑπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τοῦ ἄρθρου 40, οἱοσδήποτε ὅρος ὁ ὁποῖος ἀμέσως ἢ ἐμμέσως μειώνει τὴν

ἰσχὺν τῶν διατάξεων τῆς παρούσης Συμβάσεως θὰ εἶναι ἄκυρος καὶ ἄνευ ἰσχύος. Ἡ ἀκυρότης τοῦ τοιούτου ὅρου δὲν θὰ συνεπάγεται ἀκυρότητα τῶν λοιπῶν διατάξεων τοῦ συμβολαίου.

2. Εἰδικώτερον, ἀσφαλιστικὸν ὄφελος ὑπὲρ τοῦ μεταφορέως ἢ οἱοσδήποτε ἕτερος παρεμφερὴς ὅρος, ἢ οἱοσδήποτε ὅρος μεταβιβάζων τὸ βάρος τῆς ἀποδείξεως θὰ εἶναι ἄκυρα καὶ ἄνευ ἰσχύος.

ΚΕΦΑΛΑΙΟΝ VIII.

ΤΕΛΙΚΑΙ ΔΙΑΤΑΞΕΙΣ

Ἄρθρον 42.

1. Ἡ παροῦσα Σύμβασις εἶναι ἀνοικτὴ πρὸς ὑπογραφὴν ἢ προσχώρησιν ὑπὸ χωρῶν μελῶν τῆς Εὐρωπαϊκῆς Οἰκονομικῆς Ἐπιτροπῆς καὶ χωρῶν γενομένων δεκτῶν εἰς τὴν Κοινότητα ὑπὸ συμβουλευτικὴν ἰδιότητα δυνάμει τῆς παραγράφου 8 τῶν ὅρων Ἀναφορᾶς τῆς Ἐπιτροπῆς (COMMISSION-S TERMS OF REFERENCE).

2. Αἱ τοιαῦται χῶραι αἵτινες δυνατὸν νὰ μετέχουν εἰς ὡρισμένας δραστηριότητας τῆς Εὐρωπαϊκῆς Οἰκονομικῆς Ἐπιτροπῆς συμφώνως πρὸς τὴν παράγραφον II τῶν Ὅρων Ἀναφορᾶς τῆς Ἐπιτροπῆς (COMMISSION-S TERMS OF REFERENCE) δύνανται νὰ καταστοῦν Συμβαλλόμενα μέρη τῆς παρούσης Συμβάσεως προσχωροῦσαι εἰς αὐτὴν μετὰ τὴν θέσιν ἐν ἰσχύι ταύτης.

3. Ἡ Σύμβασις θὰ εἶναι ἀνοικτὴ πρὸς ὑπογραφήν, μέχρι τῆς 31ης Αὐγούστου 1956 περιλαμβανομένης. Μετὰ ταῦτα, θὰ εἶναι ἀνοικτὴ διὰ προσχώρησιν.

4. Ἡ παροῦσα Σύμβασις θὰ ἐπικυρωθῇ.

5. Ἡ ἐπικύρωσις ἢ ἡ προσχώρησις θὰ πραγματοποιῆται διὰ τῆς καταθέσεως ἐγγράφου παρὰ τῷ Γενικῷ Γραμματεῖ τῶν Ἡνωμένων Ἐθνῶν.

Ἄρθρον 43.

1. Ἡ παροῦσα Σύμβασις, θὰ τεθῇ ἐν ἰσχύι τὴν ἐνενηκοστὴν ἡμέραν μετὰ τὴν κατάθεσιν τῶν ἐγγράφων ἐπικυρώσεως ἢ προσχωρήσεως ὑπὸ πέντε ἐκ τῶν χωρῶν τῶν ἀναφερομένων εἰς τὸ ἄρθρον 42, παράγραφος I.

2. Δι' οἱανδήποτε χώραν ἐπικυροῦσαν ἢ προσχωροῦσαν εἰς αὐτὴν ἀφοῦ πέντε χῶραι κατέθεσαν τὰ ἔγγραφα ἐπικυρώσεως ἢ προσχωρήσεως αὐτῶν, ἡ παροῦσα Σύμβασις θὰ τίθεται ἐν ἰσχύι τὴν ἐνενηκοστὴν ἡμέραν μετὰ τὴν ὑπὸ τῆς ρηθείσης χώρας κατάθεσιν τοῦ ἐγγράφου τῆς ἐπικυρώσεως ἢ προσχωρήσεως αὐτῆς.

Ἄρθρον 44.

1. Οἱονδήποτε Συμβαλλόμενον Μέρος δύναται νὰ καταγγείλῃ τὴν παροῦσαν Σύμβασιν εἰδοποιῶν περὶ τούτου τὸν Γενικὸν Γραμματέα τῶν Ἡνωμένων Ἐθνῶν.

2. Ἡ καταγγελία θὰ ἔχῃ ἐφαρμογὴν δώδεκα μῆνας μετὰ τὴν ἡμερομηνίαν λήψεως ὑπὸ τοῦ Γενικοῦ Γραμματέως τῆς κοινοποιήσεως τῆς καταγγελίας.

Ἄρθρον 45.

Ἐὰν μετὰ τὴν θέσιν ἐν ἰσχύι τῆς παρούσης Συμβάσεως, ὁ ἀριθμὸς τῶν Συμβαλλομένων Μερῶν μειωθῇ, λόγῳ καταγγελιῶν, εἰς ὀλιγωτέρους τῶν πέντε, ἡ Σύμβασις θὰ παύῃ νὰ ἰσχύῃ ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν ἡ τελευταία τῶν τοιούτων καταγγελιῶν τίθεται ἐν ἰσχύι.

Ἄρθρον 46.

1. Οἱαδήποτε χώρα δύναται, κατὰ τὸν χρόνον καταθέσεως τοῦ ἐγγράφου τῆς ἐπικυρώσεως ἢ προσχωρήσεως ἢ ὁποτεδήποτε ἔκτοτε, νὰ δηλώσῃ διὰ κοινοποιήσεως ἀπευθυνομένης πρὸς τὸν Γενικὸν Γραμματέα τῶν Ἡνωμένων Ἐθνῶν ὅτι ἡ παροῦσα Σύμβασις θὰ ἐπεκτείνηται ἐπὶ ὅλων ἢ οἱουδήποτε ἐκ τῶν ἐδαφῶν διὰ τὰς διεθνεῖς σχέσεις τῶν ὁποίων εἶναι αὐτὴ ὑπεύθυνος. Ἡ Σύμβασις θὰ ἐπεκτείνεται ἐπὶ τοῦ ἐδάφους ἢ τῶν ἐδαφῶν τῶν ἀναφερομένων εἰς τὴν κοινοποίησιν ἀπὸ τῆς ἐνενηκοστῆς ἡμέρας μετὰ τὴν λῆψιν αὐτῆς ὑπὸ τοῦ Γενικοῦ Γραμματέως ἤ, ἐὰν κατὰ τὴν ἡμέραν ἐκείνην ἡ Σύμβασις δὲν ἔχει τεθῇ ἐν ἰσχύι εἰσέτι, κατὰ τὸν χρόνον θέσεώς της ἐν ἰσχύι.

2. Οἱαδήποτε χώρα ἡ ὁποία προέβη εἰς δήλωσιν δυνάμει τῆς προηγουμένης παραγράφου ἐπεκτείνουσα τὴν παροῦσαν Σύμβασιν ἐπὶ οἱουδήποτε ἐδάφους διὰ τὰς διεθνεῖς σχέσεις τοῦ ὁποίου εἶναι αὐτὴ ὑπεύθυνος δύναται νὰ καταγγείλῃ τὴν Σύμβασιν κεχωρισμένως ἐν σχέσει πρὸς τὸ ἐν λόγῳ ἔδαφος συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 44.

Ἄρθρον 47.

Οἱαδήποτε διαφωνία μεταξὺ δύο ἢ περισσοτέρων Συμβαλλομένων σχετικὴ μὲ τὴν ἑρμηνείαν ἢ ἐφαρμογὴν τῆς παρούσης Συμβάσεως τὴν ὁποίαν οἱ συμβαλλόμενοι ἀδυνατοῦν νὰ λύσουν διὰ διαπραγματεύσεων ἢ ἑτέρων μέσων δύναται, τῇ αἰτήσει οἱουδήποτε ἐκ τῶν ἐνδιαφερομένων Μερῶν, νὰ παραπεμφθῇ πρὸς ἐπίλυσιν εἰς τὸ Διεθνὲς Δικαστήριον.

Ἄρθρον 48.

1. Ἕκαστον Συμβαλλόμενον Μέρος δύναται, κατὰ τὸν χρόνον τῆς ὑπογραφῆς, ἐπικυρώσεως ἢ προσχωρήσεως εἰς τὴν παροῦσαν Σύμβασιν, νὰ δηλώσῃ ὅτι δὲν θεωρεῖ ἑαυτὸν δεσμευόμενον ὑπὸ τοῦ ἄρθρου 47 τῆς Συμβάσεως. Ἕτερα Συμβαλλόμενα Μέρη δὲν θὰ δεσμεύωνται ὑπὸ τοῦ ἄρθρου 47 ἐν σχέσει πρὸς οἱονδήποτε Συμβαλλόμενον Μέρος τὸ ὁποῖον διετύπωσε τοιαύτην ἐπιφύλαξιν.

2. Οἱονδήποτε Συμβαλλόμενον Μέρος ἔχον διατυπώσει ἐπιφύλαξιν ὡς προβλέπεται εἰς τὴν παράγραφον I δύναται ὁποτεδήποτε νὰ ἀνακαλέσῃ τὴν τοιαύτην ἐπιφύλαξιν εἰδοποιῶν σχετικῶς τὸν Γενικὸν Γραμματέα τῶν Ἡνωμένων Ἐθνῶν.

3. Οὐδεμία ἑτέρα ἐπιφύλαξις ἐπὶ τῆς παρούσης Συμβάσεως ἐπιτρέπεται.

Ἄρθρον 49.

1. Μετὰ τὴν ἰσχὺν τῆς παρούσης Συμβάσεως ἐπὶ τριετίαν, οἱονδήποτε Συμβαλλόμενον Μέρος δύναται, διὰ κοινοποιήσεως πρὸς τὸν Γενικὸν Γραμματέα τῶν Ἡνωμένων Ἐθνῶν, νὰ ζητήσῃ τὴν σύγκλησιν διασκέψεως πρὸς τὸν σκοπὸν ἀναθεωρήσεως τῆς Συμβάσεως. Ὁ Γενικὸς Γραμματεὺς θὰ εἰδοποιῇ ἅπαντα τὰ Συμβαλλόμενα Μέρη περὶ τοῦ αἰτήματος, θὰ συγκαλεῖται δὲ σύσκεψις ἀναθεωρήσεως ὑπὸ τοῦ Γενικοῦ Γραμματέως ἐάν, ἐντὸς χρονικοῦ διαστήματος τεσσάρων μηνῶν ἀπὸ τῆς εἰδοποιήσεως ὑπὸ τοῦ Γενικοῦ Γραμματέως, τὸ ἓν τέταρτον τοὐλάχιστον τῶν Συμβαλλομένων Μερῶν εἰδοποιήσῃ τοῦτον περὶ τῆς συμφωνίας αὐτῶν ἐπὶ τοῦ αἰτήματος.

2. Ἐὰν συγκληθῇ διάσκεψις συμφώνως πρὸς τὴν προηγουμένην παράγραφον, ὁ Γενικὸς Γραμματεὺς θὰ εἰδοποιῇ ἅπαντα τὰ Συμβαλλόμενα Μέρη καὶ θὰ καλῇ ταῦτα νὰ ὑποβάλλουν ἐντὸς χρονικοῦ διαστήματος τριῶν μηνῶν τὰς προτάσεις τὰς ὁποίας ἐπιθυμοῦν νὰ ἐξετάσῃ ἡ Διάσκεψις. Ὁ Γενικὸς Γραμματεὺς θὰ διανείμῃ πρὸς ἅπαντα τὰ Συμβαλλόμενα Μέρη τὴν προσωρινὴν ἡμερησίαν διάταξιν τῆς διασκέψεως ὁμοῦ μετὰ τῶν κειμένων τῶν ἐν λόγῳ προτάσεων τρεῖς τοὐλάχιστον μῆνας πρὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν πρόκειται νὰ συνέλθῃ ἡ διάσκεψις.

3. Ὁ Γενικὸς Γραμματεὺς θὰ καλῇ εἰς οἱανδήποτε διάσκεψιν συγκαλουμένην συμφώνως πρὸς τὸ παρὸν ἄρθρον τὰς χώρας τὰς ἀναφερομένας εἰς τὸ ἄρθρον 42, παράγραφος I καὶ χώρας αἱ ὁποῖαι κατέστησαν Συμβαλλόμενα Μέρη δυνάμει τοῦ ἄρθρου 42, παράγραφος 2.

Ἄρθρον 50.

Πέραν τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 49 κοινοποιήσεων, ὁ Γενικὸς Γραμματεὺς τῶν Ἡνωμένων Ἐθνῶν θὰ κοινοποιῇ πρὸς τὰς εἰς τὸ ἄρθρον 42, παράγραφος 1 ἀναφερομένας χώρας καὶ τὰς χώρας αἵτινες κατέστησαν Συμβαλλόμενα Μέρη δυνάμει τοῦ ἄρθρου 42, παράγραφος 2, τὰ ἑξῆς :

α) ἐπικυρώσεις καὶ προσχωρήσεις δυνάμει τοῦ ἄρθρου 42.

β) τὰς ἡμερομηνίας θέσεως ἐν ἰσχύι τῆς παρούσης Συμβάσεως συμφώνως πρὸς τὸ ἄρθρον 43·

γ) καταγγελίας δυνάμει τοῦ ἄρθρου 44·

δ) τὴν λῆξιν τῆς παρούσης Συμβάσεως συμφώνως πρὸς τὸ ἄρθρον 45·

ε) κοινοποιήσεις λαμβανομένας συμφώνως πρὸς τὸ ἄρθρον 46·

στ) δηλώσεις καὶ κοινοποιήσεις λαμβανομένας συμφώνως πρὸς τὸ ἄρθρον 48, παράγραφοι 1 καὶ 2.

Ἄρθρον 51.

Μετὰ τὴν 31ην Αὐγούστου 1956, τὸ πρωτότυπον τῆς παρούσης Συμβάσεως θὰ κατατεθῇ παρὰ τῷ Γενικῷ Γραμματεῖ τῶν Ἡνωμένων Ἐθνῶν, ὁ ὁποῖος θὰ διαβιβάσῃ κεκυρωμένα ἀκριβῆ ἀντίγραφα πρὸς ἑκάστην τῶν χωρῶν τῶν ἀναφερομένων εἰς τὸ ἄρθρον 42, παράγραφοι 1 καὶ 2.

Εἰς πίστωσιν τῶν ἀνωτέρω, οἱ ὑπογεγραμμένοι δεόντως ἐξουσιοδοτημένοι πρὸς τοῦτο, ὑπέγραψαν τὴν παροῦσαν Σύμβασιν.

Ἐγένετο ἐν Γενεύῃ, σήμερον δεκάτην ἐνάτην Μαΐου χίλια ἐννεακόσια πεντήκοντα ἕξ, εἰς ἓν ἀντίτυπον εἰς τὴν Ἀγγλικὴν καὶ τὴν Γαλλικήν, ἕκαστον κείμενον ἔχον τὴν ἰδίαν ἰσχύν.

ΠΡΩΤΟΚΟΛΛΟΝ ΥΠΟΓΡΑΦΗΣ

Κατὰ τὴν στιγμὴν τῆς ὑπογραφῆς τῆς Συμβάσεως τῆς σχετικῆς μὲ τὸ συμβόλαιον διεθνοῦς ὁδικῆς μεταφορᾶς ἐμπορευμάτων, οἱ ὑπογεγραμμένοι, δεόντως ἐξουσιοδοτημένοι, συνεφώνησαν τὴν κάτωθι δήλωσιν καὶ διευκρίνισιν :

1. Ἡ παροῦσα Σύμβασις δὲν ἔχει ἐφαρμογὴν ἐπὶ μεταφορῶν μεταξὺ τοῦ Ἡνωμένου Βασιλείου τῆς Μεγάλης Βρεταννίας καὶ Βορείου Ἰρλανδίας καὶ τῆς Δημοκρατίας τῆς Ἰρλανδίας.

2. Προσθήκη εἰς ἄρθρον 1, παράγραφος 4.

Οἱ ὑπογεγραμμένοι ἀναλαμβάνομεν νὰ διαπραγματευθῶμεν συνθήκας διεπούσας συμβόλαια διὰ μετακομίσεις ἐπίπλων καὶ συνδυασμένων μεταφορῶν.

Εἰς πίστωσιν τῶν ἀνωτέρω, οἱ ὑπογεγραμμένοι, δεόντως ἐξουσιοδοτημένοι πρὸς τοῦτο ὑπεγράψαμεν τὸ παρὸν πρωτόκολλον.

Ἐγένετο ἐν Γενεύῃ, σήμερον δεκάτην ἐνάτην Μαΐου τοῦ χίλια ἐννεακόσια πεντήκοντα ἕξ, εἰς ἓν ἀντίτυπον Ἀγγλιστὶ καὶ Γαλλιστί, ἑκάστου κειμένου ἔχοντος τὴν ἰδίαν ἰσχύν.

Ἄρθρον δεύτερον.

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεώς του διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Ὁ παρὼν νόμος ψηφισθεὶς ὑπὸ τῆς Βουλῆς καὶ παρ' Ἡμῶν σήμερον κυρωθείς, δημοσιευθήτω διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ ἐκτελεσθήτω ὡς νόμος τοῦ Κράτους.

Ἐν Ἀθήναις τῇ 9 Μαρτίου 1977

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΚΩΝΣΤΑΝΤΙΝΟΣ Δ. ΤΣΑΤΣΟΣ

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΞΩΤΕΡΙΚΩΝ — **ΔΗΜΗΤΡΙΟΣ ΜΠΙΤΣΙΟΣ**

ΟΙΚΟΝΟΜΙΚΩΝ — **ΕΥΑΓΓ. ΔΕΒΛΕΤΟΓΛΟΥ**

ΣΥΓΚΟΙΝΩΝΙΩΝ

ΓΕΩΡΓΙΟΣ ΒΟΓΙΑΤΖΗΣ

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 10 Μαρτίου 1977

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΚΩΝΣΤΑΝΤΙΝΟΣ ΣΤΕΦΑΝΑΚΗΣ

ΕΚ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ